

Lorna S. Marquardt
Mayor

(715)526-6152

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December 18, 2015

Environmental Management Support, Inc.
Attn: Mrs. Edie Findeis Cromwell
8601 Georgia Avenue, Suite 500
Silver Spring, MD 20910

Dear Ms. Minor-Gordon:

As Mayor of the City of Shawano (highest ranking elected official), I am pleased to provide the attached application for United States Environmental Protection Agency (USEPA) Brownfields Assessment Grant funds. We fully understand the requirements of this grant, and will be accountable to USEPA for the proper expenditure of funds. My direct contact information is provided below:

Lorna S. Marquardt, Mayor
City of Shawano
127 S. Sawyer Street
P.O. Box 343
Shawano, WI 54166
Phone: 715-526-6152
Fax: 715-526-5751
mayor@shawanonet.net

The enclosed grant application is submitted on Friday, December 18, 2015 via www.grants.gov for:
City of Shawano
Population: 9,305 (2010 Census)
DUNS #113527113

The City of Shawano is requesting your consideration of grant funding in the amount of \$400,000; \$200,000 to be used for the assessment of hazardous substances and \$200,000 for the assessment of petroleum on a Community-wide basis. The proposed project duration is three years.

These funds, if awarded, would serve residents of the City of Shawano, Wisconsin as well as those residents from the adjacent Menominee Indian Reservation that live, work and recreate in Shawano. Our population consists of 8,188 non-tribal members and 1,117 tribal members.


The Project Director assigned to this proposed project is Dennis Heling. He is the main point of contact for the project, and responsible for the project's day-to-day operations. Please feel free to contact Dennis directly if you have any questions or additional is needed.

Dennis Heling, Chief Economic Development Officer
Shawano County Economic Progress, Inc.
1263 S. Main Street, Shawano WI 54166
Phone: 715-526-5839
Fax: 715-526-2125
scepi@frontiernet.net

The greatest need in the City of Shawano is the revitalization of the commercial, manufacturing and industrial markets in order to attract living wage jobs, improve the tax base, stabilize our older neighborhoods, and continue to increase our recreational spaces along trails and waterways. These Brownfields Grant funds, if awarded, would parallel other internal efforts, including Downtown Improvement Incentive Programs, an Industrial Park Incentive Program, financial assistance through an Economic Development Revolving Loan Fund Program, use of Tax Incremental Finance Districts and Industrial Development Revenue Bonds.

We appreciate your consideration of this USEPA Brownfields Assessment Grant Application. Please do not hesitate to contact us if you are in need of any additional information.

Sincerely,



Lorna S. Marquardt, Mayor

Attachments:

Threshold Documentation
"Other Factors" Checklist
Narrative Proposal
Letter from State Environmental Authority: Wisconsin Department of Natural Resources
Partner Organization Letters of Commitment
Community Organization Letters of Commitment
Leveraged Funds Documentation

V.B.1 COMMUNITY NEED

The City of Shawano (City) (population of 9202) is located in a rural area of northeastern Wisconsin, ten miles south of the Menominee Indian Reservation (Menominee County). The City currently faces both social and economic challenges associated with an underutilized and transient Native American work force; a high unemployment rate, a growing homeless population, and some of the worst health risk demographics in the State of Wisconsin. The City is also challenged by a significantly high number brownfield properties for a City of its size; sites which pose potential threats to human health, natural resources including high quality trout waters, a system of beautiful lakes that support the areas tourism industry and groundwater, the City's drinking water source. Many of these brownfield properties are owned by the Samantha Institute of Science and Technology (SIST), a controversial foreign corporation with a history of spiritual and religious ties. Since 1990, SIST has acquired millions of dollars of assets in the City of Shawano including over 35 commercial properties. SIST purchased these properties with the intent of starting a following in Shawano. However, many of these properties have been vacant or abandoned for decades and remain so to this day.

V.B.1.a Targeted Community and Brownfields

V.B.1.a.i Targeted Community Description – The City of Shawano, the county seat and largest community in Shawano County, is located in the central portion of the county on the scenic Wolf River and adjacent to Shawano Lake. Located 35 miles west of Green Bay and 150 miles north of Milwaukee, Shawano is served by State Highways (STH29, 22, 47, and 55).

Manufacturing, agriculture and tourism are the key economic drivers for the area. Manufacturing has included a diverse range of products including furniture, doors, foundry products, specialty papers, and food and beverage. Agricultural business is focused on large beef and dairy farms. The tourism industry is based on activities associated with Shawano Lake, the Wolf River, hiking/biking trails, snowmobiling/ATV trails and gaming at the nearby Menominee Indian Reservation Casino.

With the recent completion of STH 29 as a four-lane divided facility, the Shawano area is anticipating an increase in development in the future. Shawano serves as a sub-regional shopping center for area residents. In addition to shopping, many of the residents also rely directly on the City for employment. As is noted in V.B.c.i, the loss of key manufacturing businesses in the City over the last five years have had a profound effect on the City's economic outlook. The impact of job loss is far-reaching; individuals and families, and the entire community have all been negatively impacted.

Many of the properties that are available for redevelopment were formerly occupied by breweries, sawmills, veneer and box factories, pickle factories, cement works, flour and grist mills, creameries, potato warehouses, grain elevators and large brick works, all of which had processes, and/or product uses that if spilled or released would have contaminated soil and groundwater. Based on the age of these buildings and their associated mechanical systems, fluorescent light ballasts, heating oil fuels, and structural integrity of these buildings, hazardous building materials are present such as asbestos-containing materials, lead-based paints, mercury switches, etc. Based on the age of the structures built on these properties, the properties past uses, and the demographics of the people living in the older residential housing stock located adjacent to the majority of the City's brownfield properties, a significant threat to the health and welfare of low income and Native American communities, the children of single parent families, elderly citizens and an extremely high homeless population exists and must be managed with existing social programs currently in-place due to the economic challenges facing the City today.

If this grant is awarded, two priority redevelopment areas have been identified for assessment including the following:

1. **Green Bay Street Economic Corridor** – The Green Bay Street Economic Corridor extends east-west through the central portion of the City. This vital economic corridor has a substantial number of brownfield properties located within its district boundaries including several SIST properties. The City has identified 23 abandoned or underutilized buildings within this immediate area, most of which were constructed prior to 1950, the majority of which have known hazardous building materials associated with the structures, have known or perceived soil and groundwater contamination, and are considered a prime area for the homeless to seek shelter from the weather thus creating a health and safety concern.

2. **Main Street Economic Corridor** – The Main Street Economic Corridor extends north-south along the western edge of the City, paralleling the Wolf River and is considered one of the City's major commercial/retail districts. Within an 18 block stretch of Main Street there are approximately 29 properties that have known soil and groundwater contamination due to releases/spills [Wisconsin Department of Natural Resources (WDNR), Bureau for Remediation and Redevelopment Tracking System (BRRTS)], and an additional 16 vacant or unavailable properties, of which 13 are owned by SIST.

Both of these priority areas are surrounded by older residential and multi-family residents. According to city-data.com, the population that occupies the older housing stock include a high percentage of elderly, Native American Indian, and female single parent families.

V.B.1.a.ii Demographic Information - The following table compares the demographic information for the City of Shawano, the census tracts encompassing the two priority redevelopment areas highlighted throughout this application, the State of Wisconsin and the United States (U.S.).

	Green Bay Street and Main Street (Census Tract 1004)	Green Bay Street (Census Tract 1005)	City of Shawano	Shawano County	Wisconsin	United States
Population	3,872	3,770	9,202	41,697	5,724,692	314,107,084
Unemployment, total population	9.5%	4%	6.9%	3.9%	3.7%	4.9%
Unemployment, aged 20 to 24	29%	-	24%	14%	12%	15%
Unemployment, American Indian	37%	-	24%	37.3%	14%	16%
Poverty Rate	9.3%	13%	14%	12%	13%	16%
Percent Minority	-	-	17%	13%	17%	36%
Percent American Indian	-	-	9%	7%	1%	1%
Median Household Income	38,758	38,688	39,512	46,903	52,738	53,482
Per Capita Income	22,800	22,912	22,452	23,843	27,907	28,555

Data from 2010-2014 American Community Survey 5-Year Estimate, 2014 available at <http://factfinder2.census.gov/faces/nav/jsf/pages/index.xhtml>

As noted in the table above, the City has an approximate 40% higher unemployment rate than the County, State and U.S.; an approximate 50% higher unemployment rate in residents between the age of 20 – 24; an approximate 50% higher unemployment rate for the American Indian population in the City than the state, and 60% higher in the two priority redevelopment areas. Additionally, the per capita income in the City is approximately 20% lower and the median household income is approximately 25% lower than that of the state and the U.S. These unemployment statistics are likely a result of a large number of manufacturing plant and business closings, and an underutilized, highly transient American Indian work force.

V.B.1.a.iii Description of Brownfields – The City of Shawano has been significantly impacted by the presence of a large number of brownfield sites for a city of its size. The majority of the sites listed in the following table are located within the two high priority redevelopment areas – the Green Bay and Main Street Economic Corridors.

Source	No. of Regulated/Potential Brownfields within the City of Shawano
EPA Echo Compliance Envirofacts Database ¹	40
WDNR – BRRTS	198
City of Shawano ³	68

¹ echo.epa.gov

² <http://dnr.wi.gov/botw>

³ City of Shawano, Department of Public Works, 2014

The types of contaminants associated with these brownfield properties range from gasoline/fuel oil associated with leaky underground storage tanks (USTs), chlorinated solvents associated with current and former dry cleaners, auto repair sites and manufacturing facilities, polycyclic aromatic hydrocarbons (PAHs) associated with asphalt and concrete manufacturers, and volatile organic compounds (VOCs) and heavy metals associated with auto repair sites, wood veneer manufactures, and salvage yards. The City developed an initial inventory of vacant and potentially contaminated sites in 2014; results identified over 65 properties totaling 344 acres of land within the City that is currently vacant or unavailable, with a total estimated value of over \$11,000,000. A significant portion of these sites are owned by SIST. The SIST properties have an estimated value of over \$3,250,000, most of which are underutilized and vacant, many of which have been stripped of any value and are currently tax delinquent.

V.B.1.a.iv Cumulative Environmental Issues - Although many of the known or suspected brownfield properties are mainly concentrated within the City's two targeted economic corridors, they are also located in close proximity (1 to 2 blocks) to a number of sensitive population types including:

- Older residential neighborhoods where the majority of the residents are age 65 or older, Native American, or low-income single parent (female) families,
- Two daycare centers (children under the age of 5),
- One low-income housing unit (subsidized rents),
- One Homeless shelter,
- One recreation center, and/or
- 10 public or private elementary, middle or high schools.

The following data illustrates the potential impacts to the low-income, minority and elderly residents living in close proximity to brownfield properties located in the City of Shawano.

- Asthma Emergency Room Visits and Hospitalizations. The number of emergency department visits (rate per 10,000) for Shawano County (and estimated by the Health Department to be similar for the City) is 41.1, compared with the overall Wisconsin rate of 37.8. As a county, Shawano is ranked 23 of 72 for hospitalization. Likely causes of these higher asthma incidents are obesity, poor housing stock (mold, dirt, dust), and second hand smoke.
- Colorectal Cancer. Shawano County and the City of Shawano have a consistently higher incidence of colorectal cancer than the overall rate for Wisconsin throughout all years reported from 2001 to 2011 (2007-2011 rate of 46.5 compared to the overall Wisconsin rate of 41.8). Risk factors for colorectal cancer include Type 2 diabetes, lack of exercise, obesity, smoking, and heavy alcohol use.
- Lead Hazards in Older Housing Units. It is estimated that 30% of the housing units in the City were built prior to 1950 indicating a high risk of lead hazards.
- Animal Waste. There are six (6) permitted Confined Animal Feeding Operations (CAFOs) in the county, one (1) within nine (9) miles of the City and an additional five (5) located within a 20 mile radius; environmental concerns associated with these CAFOs include odors, dust, gas, over-application of manure which leads to groundwater quality concerns and surface water eutrophication impairments.
- Landfill Impacts. The City of Shawano landfill is the only licensed landfill in the county, and therefore provides services for approximately 1700 households. The landfill is currently undergoing a groundwater contamination site investigation. In accordance with *Environmental Health Perspectives (March 2000)*, epidemiologic studies conducted on residences near landfill sites have shown increases in risk of adverse health effects (low birth weight, birth defects, and certain types of cancer).

- Spills of petroleum and other hazardous materials. Over 55 documented historic spills have been recorded on the WDNR RR database which tracks environmental issues. Nearly \$15 Million has been spent in Shawano County on petroleum cleanup from over 128 leaking underground storage tanks (wi.water.usgs.gov).

V.B.1.b Impacts on Targeted Communities

Typical contaminants associated with the brownfield sites identified in **V.B.1.a.iii Brownfields** include: petroleum, fuels and hydrocarbons, lead and other metals, PAHs, VOCs, pesticides, and asbestos containing materials (ACM), polychlorinated byphenols (PCBs), and etc. The following table details potential contaminants of concern and their health effects at the brownfield properties located within the targeted redevelopment areas.

Processes	Suspected COC	Potential Health Effects
Hazardous Building Materials	ACM /	Inhalation exposure of friable asbestos fibers may lead to asbestosis, pleural plaques, lung cancer, and mesothelioma (rare but deadly cancer)
	Mercury	Neurotoxin; loss of peripheral vision, lack of coordination of movements, muscle weakness, speech impairment, or Tremors, insomnia, headaches, changes in nerve response, poor mental function.
	PCBs	Carcinogen; irritation of nose and lungs, skin irritations, eye problems; upset the balance of select hormones; developmental defects.
Soil, Groundwater and Vapor impacts associated with gas stations, dry cleaners, veneer manufactures, breweries, auto repair shops, concrete works, etc.	ACM	Inhalation exposure of friable asbestos fibers may lead to asbestosis, pleural plaques, lung cancer, and mesothelioma, a rare but deadly cancer.
	Heavy Metals	Decreased intellectual development of infants and children; effects to gastrointestinal, renal and reproductive systems of children and adults.
	VOCs	Eye, nose, and throat irritation; headaches, loss of coordination, nausea; damage to liver, kidney, and central nervous system; some organics can cause cancer.
	PCBs	Neurological Development of Children (including low birth weight); Harmful to the Reproductive System; may cause cancer; Harmful to the Immune System; and Endocrine Disruptor
	PAHs	Cataracts, kidney and liver damage, jaundice and cancer

Addressing the health risks associated with the processes described above is an environmental justice concern for the City, as the majority of the identified brownfield properties are located in low-income, minority neighborhoods. Soil and groundwater in both of the target areas are potentially impacted with hazardous substances and petroleum products, posing health threats to the nearby sensitive populations, including a significant Native American, low income single parent (predominantly female) families, and elderly populations. The 2015 County Health Risk Ranking lists Shawano as among the lower ranked counties in the state for quality of life, and health behaviors. Overall, Shawano ranked 46 out of 72 counties.

	Physical Inactivity	Access to Exercise	Premature Death (years lost per 100,000)	Length of Life Rank	Quality of Life Rank	Health Behavior Rank	2015 HEALTH RISK RANK
Shawano County	25%	61%	5,678	32 of 72	60 of 72	52 of 72	46 of 72
Menominee County (adjacent)	31%	7%	11,338	72 of 72	69 of 72	72 of 72	72 of 72
Wisconsin	21%	83%	5,881	(ranking of 72 counties)			

Source: www.countyhealthrankings.org

As listed above, it has been identified that citizens in the City of Shawano have significantly less opportunities for physical activity, due to very limited access to exercise. Premature death calculations estimate that the county (and city, reported to mirror the county data) loses nearly 7,000 years of life before age 75 per 100,000 population (age adjusted). The 2014 County Health Risk Rankings were recently

published, listing Shawano one of the lowest ranking counties in the state for length of life, quality of life, and health behaviors. Overall, Shawano ranked 53 out of 72.

Although a claim can't be made that the existence of brownfields caused any deaths, it was found that people living in areas where brownfields are prevalent, when compared with those not living in the vicinity of brownfields, there were statistically higher mortality rates due to cancer, respiratory diseases and other major causes such as liver disease, diabetes, and stroke (www.cmap.illinois.gov). As such the following paragraphs describe some of the disparities in community health between the City of Shawano, the counties of Shawano and Menominee, and the state.

Asthma/Lung Cancer. The targeted economic corridors identified for potential redevelopment are located in the midst of low-income neighborhoods. These properties typically contain residual soil impacts that can be easily inhaled if blown into the yards of the homes nearby. Children and newborns are particularly sensitive to the health effects of air pollution since they take in more air than adults for their body weight, and consequently, are exposed to a relatively greater dose of pollutants.

Two health conditions that are typically associated with adverse air quality are asthma and lung cancer. Based on data provided by the Wisconsin Department of Health Services, **Asthma emergency department visits and hospitalizations, and Lung Cancer incidents are significantly higher than average in the City.** These incidents are commonly associated with exposure to contaminants known to be present in buildings in and around brownfield properties, many of which are identified within the targeted assessment areas.

HEALTH RANKINGS	% Houses Built Prior to 1950	Severe Housing Problems	Asthma Emergency Department Visits (rate per 10,000)	Asthma Hospitalization (county rank from 1-72)	Lung Cancer Incidence Rate (2007-2011)
Shawano	30%	14%	41.1	23	56.3
Menominee (adjacent)	9%	16%	98.3	1	84.3
Wisconsin	27%	15%	37.8	-	62.2
(source)	www.countyhealthrankings.org				www.dhs.wisconsin.gov/wish/

Obesity. According to the Wisconsin's Department of Health Service, Nutrition, Physical Activity, and Obesity Program and Wisconsin Partnership for Activity and Nutrition, 2008 report, Wisconsin's obesity rate is ranked 16th in the nation. This report also stated that notable differences in the rates of overweight and obesity are apparent by age, sex, racial or ethnic group, socioeconomic status and location. Female black and Hispanic women have high obesity rates, relative to the rates of whites; adults with a household income of less than \$15,000/year have an obesity rate of 34%, while those earning at least \$50,000 have a rate of 24%. The obesity rate for adults in Shawano County is 31%, compared to an overall 29% in Wisconsin, and 25% for the United States (90th percentile; www.countyhealthrankings.org).

V.B.1.c Financial Need

V.B.1.c.i Economic Conditions – The City faces significant challenges due to declining economic conditions including a significant number of job losses due to numerous plant closures. During the recent recession, the area lost over 900 jobs locally. Unemployment in the City is approximately 7%, which is well above the typical average and significantly higher than Wisconsin's unemployment rate of 3.7% (2014 American Community Survey). Per capita income is \$22,452, which is 20% less than the state level of \$27,907 (2010-2014 American Community Survey 5-Year Estimate, 2014). A contributing factor to the high unemployment is the loss of well-paying manufacturing jobs. Manufacturing is a significant source of employment in the City, however, employment in the manufacturing sector has declined to less than twenty percent of workers employed in a manufacturing job today. In addition, the City currently faces a skill shortage for high-tech manufacturing positions.

Economic Indicators	Census Tract 1004 (Main Street and Green Bay Corridor)	Census Tract 1005 (Green Bay Corridor)	City	Shawano County	WI	US
Unemployment	9.5%	4%	6.9%	3.9%	3.7%	4.9%
Per Capita Income	22,800	22,919	22,452	23,843	27,907	28,555
Median Household Income	38,758	38,688	39,512	46,903	52,738	\$53,482
Poverty Rate Change 2007-2014 ¹	NA	NA	Increase	Increase	Increase	

Source: Data is from the 2014 American Community Survey and is available at <http://factfinder2.census.gov/faces/nav/jsf/pages/index.xhtml>

¹ U.S. Census Bureau, Small Area Income and Poverty Estimates Program (SAIPE, 12/15).

In a study conducted in 2014 by the University of Wisconsin-Extension and University of Wisconsin-Madison, they found that poverty was worsening in Shawano County since 2000 while poverty in Menominee County improved only slightly. According the SAIPE 2015 report, Menominee County has a 29.1% poverty rate for all ages. The Shawano County estimated poverty rate between 2008–2012 was 11.4 percent; the estimated poverty rate statewide was 12.5%, US was 14.9%. The Menominee Indians comprise a significant percentage of the work force for businesses in Shawano, however, the ability for the employers to get the Native American workers to the job every day is challenging.

Homelessness – There is a significant number of homeless people identified in the City. In a study completed by the University of Wisconsin Extension (Joy Moynihan), one in nine people in Shawano County live in poverty. In Menominee County one in four people live in poverty. It is estimated that 198 homeless families are living in Shawano and Menominee County. These statistics are based on school districts tracking of homeless students and poverty. In the 2013-2014 school year there were 39 homeless students. Homelessness is primarily a direct result of job loss.

Manufacturing Plant and Business Closings / Mass Layoffs –With the economic hardships experienced throughout the upper Midwest over the last five years, the City and their nearby communities has seen many manufacturing facilities and businesses close their doors. The following plant closings have impacted the City within approximately the last decade: Eagle Knitting Mills (40 jobs), American LaFrance (155 jobs), American Hardwoods (60 jobs), and Hotz Manufacturing (50 jobs). Associated with these closings was the loss of a grocery store, T&C Market (54 jobs) and the local K-Mart store (55 jobs). The economic impact of these job losses are far reaching and includes a loss of revenue by the former workers of the facilities, an induced impact to the community from the loss of wages on the local businesses, and an increase in the utilization of government support programs.

In 2014 the University of Wisconsin conducted a study on poverty. They looked at the number of people participating in the Supplemental Nutrition Assistance Program (SNAP), known as Foodshare, and at the number of school-age students certified for free or reduced-price meals. In Shawano County, the proportion of the population receiving FoodShare increased from 7.8 percent in 2000 to 28.6 percent in 2013. The county rate of FoodShare participation in 2013 was higher than the statewide rate of 19.1 percent. The current economic conditions in the City, as well as the County, are further reflected in the demographic data of students participating in the free or reduced lunch program in the Shawano School District. The following table summarizes the percentage of the student body participating in the free or reduced lunch program.

	City of Shawano Public School System		Shawano County Public Schools	
	2008	2013	2008	2013
# Free & Reduced	2551	1246	2273	2839
% Free & Reduced	41%	51.3%	40%	53%

Source: Wisconsin Department of Public Instruction, accessed at fns.dpi.wi.gov/fns_nslp1

State and Local Tax Policies have also impacted how the City and their partner communities do business. Many states allow governments to use some form of general tax. Wisconsin unlike other states, uses revenue sharing to collect revenue at the state level and distribute it to local government. Revenue sharing is the largest non-property tax aid for municipalities. For the City, unintended consequences of the State tax levy limitations (0% levy cap) include reducing and/or delaying essential public works projects, extending timelines for capital purchases, not refilling vacant staff positions, and eliminating or significantly reducing funding for quality of life services, such as libraries, public pools and park services. Since the year 2000, revenue sharing has decreased by more than 15%, thus severely straining the City's and their partners' ability to maintain core services, much less self-fund brownfield assessment, remediation and redevelopment projects.

The City's **proposed 2016 annual budget** remains similar to FY2015, meaning the City will be severely limited in funding projects/programs beyond what is mandated. These budget limitations would restrict the City from funding brownfields assessment and remediation projects that would likely spur economic development that would lead to job creation. According to the State of Wisconsin Equalized Value Report for 2014, property assessments in the City have experienced a three percent decline in values since 2013. Since 2010, the property values have generally decreased in value, approximately 8 %. The steady decline in property values throughout the City is likely a direct result of the existence of the large number of blighted and vacant industrial and commercial brownfield properties located within the various economic corridors of the City, which lead to the degradation of housing values of nearby struggling residential areas.

V.B.2 PROJECT DESCRIPTION AND FEASIBILITY OF SUCCESS

V.B.2.a.i Project Description

In June of 2013, the City made a substantial financial decision to partner with the county to fund the Shawano County Economic Progress, Inc. (SCEPI), a joint public-private initiative between the City of Shawano and the Shawano County Chamber of Commerce to work toward stimulation of economic growth and improve the quality of life for citizens of the area. The City hired SCEPI's Chief Economic Development Officer (CEDO) to ensure the sustainability of the position. One of the major objectives of the SCEPI is to develop and implement a redevelopment plan for the two major economic corridors in the City.

The City intends to use these assessment grant funds to initiate a community-wide brownfields redevelopment program, which will move sites from prioritization and assessment to remediation and redevelopment. Currently, two priority redevelopment economic corridors have been identified by the City – the Green Bay and Main Street Economic Corridors. The City of Shawano is in need of grant funding for the assessment of their brownfield properties to address the potential threats to the health and welfare of its residents, protect the quality of their valuable natural resources which supports the tourism industry, and increase vital recreational greenspace. Grant funds will be utilized to enhance and support USEPA's livability principles within brownfield communities including: (1) integrate mixed land-uses (2) create a range of housing opportunities and choices, (3) take advantage of compact building designs, (4) create walkable neighborhoods, (5) foster distinctive, attractive communities with a strong sense of place, (6) provide a variety of transportation choices, and (7) preserve/increase open space, farmland and critical environmental areas. The assessment grant funding will be utilized to complete the following Scope of Work:

Task 1: Brownfields Inventory and Prioritization. The City of Shawano has conducted an initial community-wide inventory of existing and potential brownfield properties located throughout the City. This brownfield inventory will be expanded upon and managed using a Geographic Information System (GIS) database. The list of potential brownfield properties identified by the City prior to applying for this grant will be prioritized, and public input will be leveraged to create a more comprehensive hazardous substances and petroleum brownfield prioritization list. At a minimum, the prioritization process will include, 1) a review of select local records that are potentially relevant to identifying brownfields (such as occupancy and other

permits, tax delinquency status, building code violations, etc.), 2) evaluation and incorporation of state and federal environmental databases with readily accessible on-line information; 3) incorporation of select data from historic records (fire insurance maps, historic city directories, etc.); 4) performing interviews/surveys of local real estate professionals. The City of Shawano will also utilize the brownfield inventory to help rank and prioritize sites for assessment. At a minimum the following prioritization criteria will be evaluated; 1) creation of jobs, 2) creation of greenspace, 3) increase in tax base, 4) location in or adjacent to poverty census tracts, 5) removal of urban blight, and 6) potential for and timing of planned redevelopment. Prior to conducting any assessments, a property eligibility determination will be prepared. One of the criteria for eligibility is access to the property. As such the City will execute an access agreement between them and the property owner. Should access be denied, the City and/or its partners may take the property by resolution due to blight elimination. Following completion of assessment activities all site outputs, such as Phase I and/or Phase II Environmental Site Assessment reports will be uploaded into the GIS database and linked to the properties for future access.

Task 2: Phase I Environmental Site Assessments (ESAs). The City will contract with a qualified environmental consulting firm to conduct Phase I ESAs. Phase I ESAs will meet the requirements of the All Appropriate Inquiry Final Rule and the standards set forth in the ASTM E1527-13 *Phase I Environmental Site Assessment Process*. The City will coordinate with the SPECI, the lead economic development organization in the County, which will assist in property eligibility determinations and general project planning and prioritization.

Task 3: Phase II ESAs, Site Investigations, and Remedial Planning. The City will contract with a qualified environmental consulting firm to conduct Phase II ESAs, Site Investigations (SIs), and Remedial Planning activities at select parcels for which Phase I ESAs were completed and the need for further assessment is identified. It is anticipated that up to eight (8) Phase II ESAs, four (4) SIs and four (4) Remedial Planning activities will be conducted during the three year grant period.

Task 4: Program Development and Community Outreach and Involvement. To assure the community residents and other stakeholders have meaningful input into the project, and that their concerns are fully understood, community outreach activities will be performed throughout each phase of the project. This will be accomplished through newspaper articles, informational meetings, speaking at neighborhood association meetings and working with our CBOs. The City will present the concept and goals of the program, share examples of similar projects from other small rural communities and help residents understand the benefits of redeveloping these brownfield properties including the positive economic impact to the City. Community outreach activities are discussed in further detail in **Section V.B.3**. Once the sites have been assessed and remedial planning completed, it is the City's intent to apply to the State and federal government for cleanup and redevelopment funding. Once the properties have been positioned for redevelopment, the City will market the sites using a variety of different methods, including but not limited to providing public access to the brownfields GIS webpage to allow potential developers access to property assessment data and utilizing Locate In Wisconsin, a tool that assists developers in finding the right location for their businesses and includes WDNR-certified sites, a designation that means the site is development-ready.

V.B.2.a.ii Project Timing – The City's approach for implementing and executing key project activities include the following:

- Upon receiving a "Notice of Award", a project kick-off meeting will be held to make sure each Project Team member (City staff, SCEPI staff, Environmental Consultant staff, and Brownfields Committee) has a common understanding of their roles and responsibilities, as well as the scope of work, budget, and schedule associated with the project work plan, and the programmatic conditions established in the terms and conditions of the City's Cooperative Agreement with USEPA.
- The Project Team will coordinate project activities with USEPA Region 5 and the Wisconsin Department of Natural Resources (WDNR), and track and evaluate the progress against contractual commitments.
- In an effort to be "ready to go" should the grant be awarded, the City has initiated the preparation of a Request for Qualifications to procure the environmental consultant.

- The City also has a draft QAPP completed, which upon approval by USEPA, will be available for use shortly after the execution of the cooperative agreement.
- Participants on a brownfields advisory committee (BAC) has been identified and an initial meeting held to discuss roles and responsibilities.

With the establishment of the RDA, the recodification of their zoning code, and a preliminary list of potential brownfield properties, the City is confident they can complete the project tasks as described in V.B.2.b.i. within the required three years.

V.B.2.a.iii Site Selection – Potential brownfield sites will be prioritized for funding based on the following criteria; 1) potential for economic development; 2) magnitude and extent of public health, safety and environmental issues; 3) community input; 4) reuse of existing infrastructure; 5) pollution prevention and sustainable and equitable development practices; and 6) greenspace preservation or creation. Additional priority will be given to projects that stimulate economic development by creating and retaining jobs, investing significantly in the renovation or construction of facilities in the City's high priority redevelopment areas, or 7) increases tax revenues. The City will utilize the SCEPI Board of Directors, representatives from the County Health Department and other city departments, and Brownfields Partners and other stakeholders to serve on the BAC. The BAC will provide recommendations for sites to receive funding, pending WDNR concurrence and/or EPA approval.

In an effort to gain access to many of the identified brownfield properties, the City has re-established a Redevelopment Authority (RDA), a 7-member board that was formed to address the vacant properties in the downtown areas. New zoning codes were recently adopted by the City to address vacant and blighted properties with options that could include the use of eminent domain. It is the intent of the City to acquire properties that are currently blighted, have been habitually tax delinquent, or that are moving to foreclosure. These methods will be utilized aggressively by the City to gain access to any and all of the SIST properties.

V.B.2.b Task Description and Budget Table

V.B.2.b.i Task Description

Task 1: Brownfields Inventory – \$15,900 (\$7,950 for hazardous substances and \$7,950 for petroleum):

Personnel Costs - \$50/hour X 40 hours = \$2,000

Supplies – Acquisition of historical Sanborn maps, digitized city directories, and other historical records from one or more environmental data information services - \$4,000.

Contractual Costs: Develop a comprehensive GIS-based community-wide inventory of existing and potential brownfield properties. The inventory may include defining characteristics such as property size, ownership, existing site and building condition, land use, known contaminants, current zoning variances, and other information deemed applicable by the City (\$9,900).

Task 2: Phase I ESAs – \$53,000

Personnel Costs - \$50/hour X 40 hours = \$2,000

Contractual Costs: Conduct up to ten (10) Phase I ESAs; the average cost for a Phase I ESA will be \$4,500 (\$45,000 total), depending on the size of the property and the nature of the past use, however the number may be reduced should sites targeted for assessment include a large or complex brownfield site with a significant amount of existing documentation that will need to be reviewed as part of the environmental assessment process. Prepare eligibility determination requests, at an average cost of \$600 (\$6,000 total).

Task 3: Phase II ESAs, SIs, and Remedial Planning – \$303,600

Personnel Costs – 45 hours X \$50/hour and 50 hours X \$75/hour = \$6,000

Contractual Costs: Prepare a Quality Assurance Project Plan (QAPP) - \$7,000; Prepare eight (8) Sampling and Analysis Plans (SAPs) - \$1,450/plan for a total of \$11,600; conduct 8 Phase II ESAs (4 hazardous substances and 4 petroleum) - \$24,000/Phase II ESA for a total of \$192,000; complete four (4) Site Investigations – at approximately \$13,750/SI for a total of \$55,000; prepare four (4) Remedial Action Plans (RAPs) – at approximately \$8,000/RAP for a total of \$32,000.

Task 4: Programmatic Activities and Community Outreach and Involvement – \$27,500

Personnel Costs - \$50/hour X 126 hours = \$9,500

Supplies - \$2,000 for the production printed community outreach materials.

Travel: \$5,000 for travel, fees and lodging expenses required for two (2) City staff to attend two 4-day national brownfields conference including airfare costs averaging \$510 per conference (\$2,040 total), daily average expenses for hotel and meals of \$150 per day (\$2,400 for 8 days), and an average of \$35 per day for incidentals (taxi rides, parking, seminar fees, etc. – \$560 total).

Contractual: Support community outreach activities (\$11,000).

V.B.2.b.ii Budget Table – The following provides the proposed budget for programmatic tasks.

HAZARDOUS SUBSTANCES PROJECT TASKS					
	Task 1 Inventory Prioritization	Task 2 Phase I ESAs	Task 3 Phase II ESAs, Planning	Task 4 Programmatic Outreach & Involvement	Total
Personnel	\$1,000	\$1,000	\$3,000	\$4,750	\$9,750
Travel				\$2,500	\$2,500
Supplies	\$2,000			\$1,000	\$3,000
Contractual	\$4,950	\$25,500	\$148,800	\$5,500	\$184,750
Total	\$7,950	\$26,500	\$151,800	\$13,750	\$200,000
PETROLEUM PROJECT TASKS					
	Task 1 Inventory Prioritization	Task 2 Phase I ESAs	Task 3 Phase II ESAs, Planning	Task 4 Programmatic Outreach and Involvement	Total
Personnel	\$1,000	\$1,000	\$3,000	\$4,750	\$9,750
Travel				\$2,500	\$2,500
Supplies	\$2,000			\$1,000	\$3,000
Contractual	\$4,950	\$25,500	\$148,800	\$5,500	\$184,750
Total	\$7,950	\$26,500	\$151,800	\$13,750	\$200,000

V.B.2.c Ability to leverage

The City has an excellent history of partnering with the County and other neighboring entities for leveraging of funds in economic development projects. Collaborative partnerships with the County of Shawano included funding SCEPI, a countywide not for profit economic development entity whose mission is to promote job creation, job retention, increase the tax base, enhance the quality of life for the region, and participate with multiple-county consortiums for revolving loans and community development block grants. Other sources of funding that the City has put in place to ensure the successful revitalization of the brownfield sites that will be assessed with these grant funds includes:

- Tax Incremental Financing (TIF) Districts Nos. 4 and 6. Both TIFs were established to eliminate blight, improve infrastructure, demolish buildings and remediate soil and groundwater impacted with contaminants of concern. Establishment of TID #6. TID #6 was created in order to promote the redevelopment of blighted properties, stimulate revitalization, improve a portion of the city, enhance the value of property, and broaden the property tax base. TID #6 is comprised primarily of properties along the **Green Bay Street Economic Corridor** where about 95 acres or 60% of real property meet the definition of blight and 28.5 acres are classified as vacant properties. The TID #6 plan will guide the redevelopment activities within the TID boundaries.
- Downtown Improvement Incentive Program including an Economic Development Revolving Loan Fund which can be used for site preparation and construction or reconstruction of buildings, clearance/demolition/deconstruction/rehabilitation of buildings and working capital.

Additionally, for any future projects, the City and/or its partners will continue to seek additional funding sources to ensure the successful revitalization of brownfield sites including: 1) private funding, 2) federal and state grant programs, such as state Site Assessment Grants, Brownfield Grants, Brownfield Economic Development Initiatives (BEDI) grants, Brownfield Green Space and Public Facilities Grants, USEPA Brownfields Site Cleanup/Revolving Loan Fund/Job Training grants, state Ready for Reuse RLF Grants, and state Transportation Economic Assistance (TEA) Grants, 3) federal and state reimbursement programs, such as PECFA and DERF, 4) federal and state loan programs, such as state Ready for Reuse

RLF, federal Section 108 Loan Guarantee (HUD), State Trust Fund Loan Program and US Small Business Loans, and 5) tax credit and incentive programs, such as TIF, New Market Tax Credits, Brownfields tax incentives

V.B.3 COMMUNITY ENGAGEMENT AND PARTNERSHIPS

V.B.3.a Plan for Involving Targeted Community & Other Stakeholders, & Communicating Project Progress

V.B.3.a.i Community Involvement Plan.

The plan as outlined here is not limited, as recommendations and input for additional outreach sources will be encouraged from community members. The City's initial Community Involvement Plan (CIP) may include the following:

- News release of grant award,
- An initial community meeting and open house will be held to present general information on the grants and solicit input from the community; residents of all ages will be encouraged to attend, with an emphasis on including those who live in the older housing stock and/or low income housing adjacent to or within the targeted economic corridor areas,
- A second public/community meeting will be held upon enhancement of the current brownfields inventory and initial site prioritization to solicit public input on the sites selected (or not selected), and
- Written notices will be provided by mail to all property owners or residents located within a 200 foot radius of the targeted brownfield sites, as well as to any neighborhood groups and aldermanic representatives; translation will be provided as necessary.

V.B.3.a.ii Communicating Progress

Pertinent information will be widely disseminated through fact sheets, brochures, and news releases. Public/community meetings will be held during key points in the program in order to gain public input during remedial action planning activities; classroom discussions will be held with the College of Menominee Nation regarding health assessment and environmental protection and sustainability as it relates to brownfields. The City's website and Facebook page will be maintained, and information distributed as fliers through community partners: printed materials will be tailored to the needs of the targeted community including appropriate language(s). Other community participation will be continually encouraged and achieved through the representatives of the various community based organizations. The City will also emphasize participation with the Menominee Indian community through the County Health Department to develop and distribute information on the brownfields program.

V.B.3.b Partnerships with Government Agencies

V.B.3.b.i Local/State/Tribal Environmental Authority – Wisconsin Department of Natural Resources (WDNR) will partner with the City to ensure appropriate assessment of brownfield sites in compliance with the NR700 Administrative Rule series. The City has a long-standing working relationship with the WDNR Remediation and Redevelopment Program, which administers the comprehensive, streamlined NR700 rule process, the state's cleanup program. Over 130 contaminated sites in the City of Shawano have been remediated through WDNR.

V.B.3.b.ii Other Relevant Governmental Partnerships – In addition to hazardous materials and petroleum contamination, the City also faces issues with numerous sites where vapor migration, asbestos-containing materials and/or lead-based paint is a potential concern; the **Shawano-Menominee Counties Health Department (SMHD)** will partner with the City to continue their focus on the reduction of these potential risks to those that live, work and recreate in the area. Through SMHD, health issues will be adequately evaluated, information disseminated, and the public educated. Letters of commitment to this project from these partners are provided in Attachment C.

V.B.3.c Partnerships with Community Organizations

A major focus for the City of Shawano is on revitalization of properties which are now blighted due the SIST ownership and property management tactics. The actions resulting in the severely blighted buildings now requires a multipronged approach to revitalization and will require collaboration with many of the community based organizations within the City and throughout the adjacent communities. As such, the City has obtained commitments from four community-based organizations (CBOs) to serve as active partners in the

implementation of the grant, if awarded. Letters of commitment from each organization affirming their support and participation in the project is presented in Attachment C.

Shawano County Economic Progress, Inc. (SCEPI) will play a lead role in directing all aspects of the Brownfields Assessment Program, including: 1) administration of the grant, including technical assistance and facilitation; 2) increase community awareness of brownfields through outreach activities, and 3) market the brownfield program, seek public involvement, encourage participation by current landowners, potential future owners, developers and lenders, and provide input on site selection and prioritization. SCEPI will also host and/or organize at a minimum four (4) community meetings at various venues throughout the City. The SCEPI Board of Directors will comprise a significant portion of the Brownfields Advisory Committee. **College of the Menominee Nation (COMN)** will provide technical assistance related to community development strategies, education, training, and technological resources to meet the changing needs of the City as well as the neighboring Menominee Indian Reservation. COMN will partner with the City to evaluate potential environmental job development, education and employment needs within the City and adjacent Menominee Indian Reservation, and provide language assistance as well as culturally appropriate materials for the public. A representative from the college will serve on the Brownfields Advisory Committee. **Shawano Pathways Organization for Kids, Environment & Safety (Shawano Pathways)** links a significant greenway and trails network throughout the City, county, and adjacent areas for recreation and alternative transportation. They played a significant role in the development of the County's comprehensive plan which supports a countywide bicycle and pedestrian trail system. Shawano Pathways will participate in the project by having a representative serve on the Brownfields Advisory Committee, who will focus on providing input related to sites that offer opportunities for green space or restored natural areas, especially along the City's lakefront and trail areas. **Shawano Chamber of Commerce (SCC)** will utilize its strong working relationship with the City, and in its capacity as a community partner, will provide meeting space, outreach and educational materials.

V.B.4 PROJECT BENEFITS

V.B.4.a.i. Health and/or Welfare Benefits

Public health is a major concern of idle brownfield sites. Brownfield sites pose significant public health threats from exposure to documented and undocumented types of contaminants in soil, vapor and groundwater, and/or from direct contact with hazardous building materials. Public health benefits directly associated with the cleanup of brownfields sites may include reduced exposure of residents to contaminants as well as increased safety, as many brownfield properties have abandoned and derelict structures, open foundations, or other infrastructure that may be compromised due to the lack of maintenance. Additionally, depending on historic site usage, contaminants may include a range of toxins, such as petroleum, metals, asbestos, pesticides, PCBs and solvents.

The City will mitigate these health and safety threats to residents by assessing high priority (immediate threat to human health and/or the environment) brownfield sites within the targeted economic corridors, followed by remediation/abatement and/or redevelopment of the properties to re-establish site control. Other health benefits include improvements to air quality and maintenance of open space which promotes routine physical activity, both of which contribute to a community's overall health and quality of life.

V.B.4.a.ii. Environmental Benefits

The goal of the City's Brownfields Program will be to promote the reuse and redevelopment of abandoned commercial and/or industrial sites in its targeted economic corridors by removing the uncertainty associated with the environmental concerns of the properties. It is anticipated that assessment (Phase I and II ESAs) of the City's brownfield properties will quantify the impacts to soil and groundwater, and identify the presence of hazardous building materials, so the City can develop remedial strategies and reuse plans that are consistent with stakeholder priorities and the City/County planning documents. The remedial strategies will lead to the reduction and/or elimination of threats to human health in adjacent/nearby affected neighborhoods, find new uses for underutilized lands, and create jobs that offer sustainable living wages.

V.B.4.b Environmental Benefits from Infrastructure Reuse/Sustainable Reuse.

V.B.4.b.i Planning, Policies, Ordinances or Other Tools – The City has the following planning documents, policies, ordinances and other tools in place to foster and implement sustainable development:

- City of Shawano Comprehensive Plan (2009),

- City of Shawano Comprehensive Outdoor Recreation Plan (2014),
- Tax Increment District #6 Project Plan (2014)
- Integrated Community Sustainability Plan (2015)
- Re-codified Zoning Codes (2015)

These documents establish goals, objectives and guidelines for 1) developing a sustainability policy to establish The Natural Step (TNS) standards for all new commercial, industrial and multi-family development, 2) providing financial incentives for redeveloping blighted properties in the targeted economic corridors that are currently serviced by infrastructure sufficient to support their redevelopment and reuse, and 3) integrating equitable development and livability principles into their economic growth plan. This assessment grant will provide environmental benefits by funding assessment activities that support brownfields redevelopment, reduce pollution and resource consumption through infrastructure reuse.

V.B.4.b.ii Integrating Equitable Development or Livability Principles – The City's Comprehensive Planning documents referenced in V.B.4.i focuses on addressing factors that will shape the area's physical, economic and social environment by including integrated equitable development into the growth of their City. The overall goals of the planning documents are to, 1) provide a broad range of housing choices that includes a variety of housing types, densities, and costs to promote a safe, healthy living environment for all City residents; 2) provide a safe and efficient transportation system that meets the needs of all residents, including highways, local roads, bike trails and lanes and sidewalks; 3) manage the extent, pace character and type of new development in a manner that preserves and enhances the quality of life of residents within the City; 4) promote an effective and efficient supply of utilities, facilities and services that meets the expectations of City residents; 5) promote an efficient future urban land use pattern comprised of a mix of use, housing and densities, and 6) encourage the preservation of agricultural lands and resources in areas surrounding the City until such time as urban development in the City is warranted. To achieve these goal and enhance economic competitiveness, while providing valued services to residents, the City updated its zoning codes to allow for the integration of small neighborhood-oriented businesses into primarily residential areas, while maintaining the vital character of each area (<http://www.shawanowi.govoffice2.com>).

In order to implement these strategies and help ensure that low- and moderate-income families are not displaced following redevelopment, and that communities historically plagued with blighted properties and environmental contamination continue to benefit from environmental cleanups, the City will: 1) pursue funding and technical assistance from appropriate federal programs, such as "*Partnership for Sustainable Communities*", 2) continue to review and update local and regional planning documents, as needed and 3) continue to develop policies and guidance documents that will ensure equitable and sustainable development into the future.

Another aspect of brownfield redevelopment is the opportunity to improve a sense of community, increase safety and decrease crime.

The City will measure the success of its brownfields program by tracking various metrics, such as 1) number of new housing options available, 2) number of new jobs created, 3) number of blighted properties eliminated, 4) number of acres redeveloped for parks and green space, 5) number of dollars invested in infrastructure improvements, and crime statistics.

V.B.4.c Economic and Community Benefits

V.B.4.c.i Economic Benefits or Other Benefits – Redevelopment of the abandoned commercial and industrial sites located in the targeted economic corridors will protect the environment, reduce blight and take development pressures off greenspaces and the surrounding agricultural community lands. However, the biggest economic benefit to the City to brownfield remediation and redevelopment is returning the property(s) back to the tax rolls, leveraging private investment, and creating businesses and jobs. It is anticipated that when all 10 proposed sites located within the targeted areas are assessed, approximately 15 – 20 acres of reusable land will be created. It is also anticipated that the City will leverage these assessment funds to spur private investment in the targeted economic corridors. Historically, private investment is approximately \$0.75 of every dollar (IIRA, 2005). Based on a study completed by SCEPI for three recent redevelopment projects proposed in the City, for every dollar of public sector assistance there was \$2.75 to \$8.35 in total investment. It is also estimated that getting all 10 proposed assessment properties redeveloped will increase the tax base by up to \$2,000,000 and create up to 50 new living wage

jobs. There is also evidence that redeveloping a brownfield site can result in higher property values, not just on the site itself, but also on neighboring properties. In five of the last six years, the City has shown a decrease in equalized property values. Should these grant funds be awarded to the City, it is anticipated that the redevelopment of the properties located within the targeted economic corridors will reverse that trend.

V.B.4.c.ii Job Creation Potential: Partnerships with Workforce Development Programs – Although there is not a local Brownfields job training grantee located in the area, the College of Menominee Nation, the Northeast Technical College and the Shawano County Workforce Development Center collaborate on evaluating the capabilities of the local skilled workforce and the needs of the employers seeking qualified candidates. Based on the results of these evaluations, vocational training in additional program areas may be developed to support various components of a brownfield redevelopment project, such as environmental site assessment and cleanup work, such as asbestos, lead-based paint and mold inspections and abatement. Associated workforce integration will focus on areas of health and nursing, natural resources, and sustainability.

V.B.5 PROGRAMMATIC CAPABILITY AND PAST PERFORMANCE

V.B.5.a Programmatic Capability

In an effort to ensure the timely and successful expenditure of funds and completion of all technical, administrative and financial requirements of the project, the City has developed the following organizational structure for implementation of the USEPA Brownfields Assessment Grant:

Project Manager – Dennis Heling, CEDO for SCEPI, will oversee the programmatic functions associated with the assessment grant. Mr. Heling, an employee of the City, has extensive experience with management and administration of Federal and State grant programs, including Community Development Block Grants, economic development grants, and revolving loan programs; he also has the required staff, experience, equipment, and capabilities to successfully manage all aspects of this grant, should it be awarded.

Deputy Project Manager – Brian Knapp, City Administrator for the City of Shawano, will support Mr. Heling in all aspects of administering the grant. Mr. Knapp has served in various municipal roles including technology service director, finance director and city administrator.

Environmental Consultant - Mr. Heling will be assisted by a highly qualified environmental consultant experienced in all aspects of managing USEPA Brownfields Assessment Grants. The City will procure the consultant in accordance with applicable requirements of 40 CFR Parts 30 and 31. The consultant will have experience managing USEPA Assessment Grant projects including all the programmatic requirements, such as site and property eligibility determinations, generic and site-specific Quality Assurance Project Plan (QAPPs), sampling and analysis plans, Phase I and II Environmental Site Assessments (ESAs), Analysis of Brownfields Cleanup Alternatives, Quarterly/Annual Progress Reports, Property Profile submissions, and community outreach materials. Progress towards achieving these outcomes and outputs will be provided to USEPA as part of the required quarterly and annual progress reports and utilizing the KSU TAB Brownfields Inventory Tool (BIT) to track brownfields projects and report to ACRES. Outputs and outcomes will be consistently measured and reported openly with partners and the public, and to USEPA through ACRES reporting formats.

V.B.5.b Audit Findings

The City has had no adverse audit findings.

V.B.5.c. Past Performance and Accomplishments

V.B.5.c.i Currently or Has Ever Received an EPA Brownfields Assessment, Revolving Loan Fund or Cleanup Grant

The City has never received any EPA Brownfields Assessment, Revolving Loan Fund or Cleanup Grant.

V.B.5.c.ii Other Federal or Non-Federal Agreements/Purpose and Accomplishments

The following table provides a summary of the City's history of managing federal and non-federal funds.

Grant Name	Awarding Agency	Amount Awarded	Purpose of the Grant	Accomplishments of the Grant
Blight elimination and Brownfield Redevelopment Grant	Wisconsin Department of Commerce	\$400,000	Redevelop unoccupied and underutilized downtown site	A 44,000 sq. ft. former clinic was redeveloped into headquarters for Cooperative Resources International, created 31 new fulltime jobs.
Public Housing Capital Fund Stimulus	Wisconsin Department of HUD	\$232,500	Modernization for various public housing developments	Kitchen modernization was completed including installation of efficient stoves, refrigerators and furnaces.
Energy Efficiency and Conservation Block Grant Program	Department of Energy	\$159,500	Street lighting replacement program	LED lights replaced older high-pressure sodium vapor street lights throughout the City. Energy savings of \$30,000/year.
Community Development Block Grant	Wisconsin Department of Commerce	\$11,500	Revitalize the downtown area	A vacant building was removed for a proposed recreation center.

The City tracked and measured progress toward achieving the expected results of the grants by completing the following:

- 1) All financial status reports and progress reports were filed in a timely manner with the awarding agencies as required under the individual contracts.
- 2) All individual projects were performed in a manner consistent with the terms and conditions of the respective programs and in compliance with the grant outcomes.
- 3) Grant outputs and outcomes are tracked in an excel database and presented on a project dashboard which visually tracks the progress of the project.

As such, the City has demonstrated the procedural knowledge to successfully and appropriately disburse grant funds and track grant expenditures.

V.B.5.c.iii Has Never Received Any Type of Federal or Non-Federal Assistance Agreements

Please see Section V.B.5.c.ii above for a summary of the types of federal and non-federal assistance agreements.

ATTACHMENT A

Threshold Criteria for Assessment Grants

THRESHOLD DOCUMENTATION

Grant Proposal Submission by the City of Shawano, Wisconsin
to the United States Environmental Protection Agency
for two Community-Wide Brownfields Site Assessment Grants
for Petroleum and Hazardous Substances

The City of Shawano is pleased to submit the enclosed proposal to the United States Environmental Protection Agency (USEPA) for two Community-Wide Brownfields Site Assessment Grants for Petroleum and Hazardous Substances in the amount of \$200,000 each (\$400,000 total). Funding will be utilized during a project period of three years (2015 to 2018 anticipated) to address brownfields properties located throughout the City. It is planned that grant funds will be utilized to: (a) create an inventory of known or potential brownfield properties; (b) conduct Phase I and II Environmental Site Assessments (ESA's); and (c) perform outreach activities in the targeted brownfield communities about the health risks of brownfields and the benefits of brownfield remediation and redevelopment. Per grant application requirements, the following identifies the applicant and contact for communication with USEPA:

Applicant Identification:

- a.
 - i. Name of Applicant: City of Shawano
 - ii. Address of Applicant: 127 S. Sawyer Street, Shawano WI 54166
- b. Dun and Bradstreet Data Universal Numbering System (DUNS): 113527113
- c. Funding Requested:
 - i. Grant Type: USEPA Brownfields Community-Wide Assessment Grant
 - ii. Federal Funds Requested: \$400,000
 - iii. Contamination: Petroleum (\$200,000) and Hazardous Substance (\$200,000)
 - iv. Type: Community-Wide
- d. Location: The grant will be implemented throughout the City of Shawano, Wisconsin.
- e. Property Identification: *Not Applicable; grant is for a community-wide assessment project.*
- f. Contacts:
 - g. Project Director: Chief Economic Development Director, Shawano County Economic Progress, Inc.
Name: Mr. Dennis Heling
Phone/Fax: Ph: 715-526-5839 Fax: 715-526-2125
Email address:scepi@frontiernet.net
Mailing Address: 1263 S. Main Street, Shawano WI 54166
 - ii. Chief Executive/Highest Ranking Elected Official: Mayor
Name: Lorna S. Marquardt
Phone/Fax: Ph: 715-526-6152 Fax: 715-526-5751
Email address:mayor@shawanonet.net
Mailing Address: P.O. Box 343, Shawano WI 54166
- g. Date Submitted: This proposal is being submitted to the USEPA on December 18, 2015.
- h. Project Period: The project period for this proposal is 3 years (2016 to 2019 anticipated)

i. Population:

- i. General population of the City of Shawano: 9,169 (2010 Census)
- ii. *Not Applicable; City of Shawano is a "general purpose unit of local government".*

Special Consideration: Attached to this letter is the completed "Special Considerations" checklist. A summary of these considerations are detailed in the following paragraphs

Community Population is 10,000 or less. Population is 9,305 (2010 Census).

Focus on Phase II Environmental Site Assessments (ESAs). This project description put together for this application has put a primary focus on Phase I and II ESAs. It is anticipated that the County will conduct approximately eight Phase II ESAs for a total cost of \$303,600, or 76% of the total grant funding request.

Plant Closings. As industry and manufacturing conditions changed and workforce neighborhoods declined, industries and commercial businesses closed and left dilapidated manufacturing plants, old gas stations, dumpsites and marginal businesses that have contributed to the deterioration of the County and its communities. Plant closings and or mass layoffs are still impacting the County's economy, and over the last 15 years, 4 plant closings and one grocery store closing resulted in a loss of nearly 500 living wage jobs.

Community is Implementing Sustainability and Healthy Initiative Plans. In partnership with the County of Shawano, the City is focusing on initiatives to increase healthy living standards as well as sustainability. The County is ranked in the lowest 17% of the state for health risks and living standards. The City's Comprehensive Plan is focusing on bringing smaller neighborhood based businesses into the residential areas, to promote economic competitiveness, and to provide more services and resources to low income and elderly residents, particularly in neighborhoods with older housing stock. Several of our partners represent organizations that promote healthy lifestyle initiatives, such as use of our pedestrian and bicycle trails which connect the Brownfields areas with our unique recreational gems, including Lake Shawano and the Wolf River trout stream. Procurement of these USEPA assessment grant funds would provide an essential boost to the City, and with its partners (identified herein), properties in major economic corridors, in valuable but neglected neighborhoods, would be able to be assessed and revitalized to the betterment of our community.

ATTACHMENT B

“Firm Leveraged” Letters of Award, Commitment and Agreement



SHAWANO

CITY ON THE WOLF

City Hall, 127 Sawyer Street, Shawano, WI 54166
(715)526-6138 Fax:(715) 526-5751 www.shawanowi.govoffice2.com

RESOLUTION NO. 05-15

SPONSORED BY: Plan Commission and Finance Committee
INTRODUCED BY: Kurkiewicz
SECONDED BY: Ponschok

WHEREAS, Tax Incremental Finance (TIF) District #4 was created to assist in eliminating blighting conditions and promote redevelopment within said blighted area; and

WHEREAS, 153 SMS, LLC has acquired an improved parcel of property located at the Northwest corner of the intersection of Main and West Division Streets, Shawano, Wisconsin, which property has a street address of 153 South Main Street; and

WHEREAS, 153 SMS, LLC intends to remodel the building located on the property described above; and

WHEREAS, the property lies within the boundary of Tax Increment Finance District No. 4 (TIF #4); and

WHEREAS, the City desires to assist 153 SMS, LLC in said improvement to the building located on the property described above; and


WHEREAS, such assistance is contemplated and within the budget provided in the TIF #4 Project Plan Amendment No. 2; and

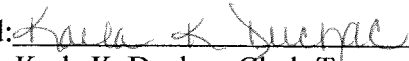
WHEREAS, this agreement is entered into between the parties to set forth the agreement of the parties and the respective obligations of both parties.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Shawano that:

1. The attached Developer's Agreement is now approved; and
2. The Mayor, City Administrator and Clerk-Treasurer are hereby authorized and directed to execute said contract.

Adopted: January 7, 2015

Signed: 
Lorna S. Marquardt, Mayor

Signed: 
Karla K. Duchac, Clerk-Treasurer

DECLARATION OF OFFICIAL INTENT

This Declaration of Official Intent is made under and pursuant to Internal Revenue Code Regulation Sec.1.103-18. The undersigned has been designated as an Official authorized to declare official intent pursuant to Resolution No. 02-99 adopted January 13, 1999. This Declaration of Official Intent is a public record maintained in the files of the undersigned official and available for public inspection pursuant to subchapter II of Chapter 19 of the Wisconsin Statutes.

The undersigned hereby declares that it is the reasonable intention of the City of Shawano (the "Issuer") to use proceeds of debt to be incurred by the Issuer to reimburse expenditures on the project(s) or from the fund(s)/account(s) described below.

Project(s) description:

153 S Main St Building Renovation per Developer's Agreement between the City of Shawano and 153 SMS, LLC dated 1/7/15. See City Resolution 05-15

(Provide a general functional description of the project for which the expenditure to be reimbursed is paid, e.g., "highway capital improvement program", "hospital equipment acquisition", "school building renovation", etc.)

OR

Identify fund(s)/accounts:

TIF District #4 Fund for a \$60,000 grant and \$140,000 loan with interest rate of 4% annum with payments amortized over a period of 10 years. (per Developer's Agreement signed 1/7/15)

(Provide a general functional description of the purpose of the fund or account from which the expenditure to be reimbursed is paid, e.g., "parks and recreation fund – recreational facility capital improvement program".)

The maximum principal amount of debt to be used for the above-described purposes is reasonable expected, on the date hereof, to be \$ 200,000.

Dated this 14th day of January, 2015.

BY: Lorna S. Marquardt
Lorna S. Marquardt, Mayor

BY: Karla K. Duchac
Karla K. Duchac, Clerk-Treasurer

LOAN AGREEMENT

THIS AGREEMENT is made the 15th day of January, 2015, between CITY OF SHAWANO, of 127 S. Sawyer Street, Shawano, Wisconsin 54166, hereinafter referred to as "CITY," and 153 SMS, LLC, 525 Progress Ave, Waukesha, WI 53186, hereinafter referred to as "PARTNERS."

In consideration of the mutual rights, privileges, duties, and obligations, as expressed herein, the parties covenant and agree as follows:

1. **EXTENSION OF CREDIT:** Subject to the terms, and conditions stated in this LOAN AGREEMENT, CITY agrees to lend to PARTNERS the sum of One Hundred Forty Thousand Dollars (\$140,000), which shall be evidenced by a certain Promissory Note, as hereinafter set forth. This loan shall bear interest at the rate of four and .000 thousandths percent (4.00%), per annum and shall be amortized over a period of ten years in accordance with the terms of the Promissory Note. CITY agrees that the loan of a maximum amount of One Hundred Forty Thousand (\$140,000) Dollars shall be established as an account upon which PARTNERS may draw upon as their construction and remodeling needs occur. The CITY agrees to a deferral of one (1) year on any principal and interest payments, although interest shall accrue on any monies drawn on said One Hundred Forty Thousand (\$140,000) Dollar loan. The deferral period for any payments shall commence on the date of the first draw on the loan. Said monies will be taken from the Tax Increment Financing District (TID) No. 4.

2. **PAYMENT SCHEDULE AND PROVISIONS:** PARTNERS shall repay to CITY the entire balance due and owing on the loan and extension of credit hereunder, together with the terms and provisions of a certain Promissory Note attached hereto and made a part hereof by reference as "EXHIBIT A". PARTNERS shall have the right to prepay any and all payments provided for in the Promissory Note or otherwise due and owing hereunder, at any time, without any penalty whatsoever.

3. **COLLATERAL AND SECURITY:** CITY shall not be obligated to lend any monies or extend any credit until the following conditions precedent have been performed by the PARTNERS, or any other party whose action is necessary to effectuate the terms of this section. If the PARTNERS, or any other person as referred to above, fails or refuses to provide the documents or instruments called for in this section, or to take whatever other action is required under this section, then the obligation and duty of CITY to loan money or extend credit hereunder shall become absolutely null and void and have no force and effect whatsoever at the sole option of the CITY. However, any loan made by CITY notwithstanding the non-occurrence or failure to occur of any of the conditions precedent hereunder shall not be deemed a waiver of such conditions or conditions precedent. As collateral security for all loans or credit extended pursuant hereto, as well as any other obligations, debts, or liabilities however arising or created, whether now or hereafter existing, of the PARTNERS to CITY, both absolute and contingent, the PARTNERS agrees to deliver to CITY, and such execution and delivery is deemed a condition precedent as set forth above, the following "security" and "collateral", and documents and instruments:

(a) Promissory Note: PARTNERS shall execute and deliver to CITY an original Promissory Note, in the same form as is attached hereto and made a part hereof by reference as "EXHIBIT A", which shall be completed according to the terms and provisions hereof.

(b) Second Mortgage: PARTNERS shall give the CITY a second priority security interest in the property described herein.

(c) Personal Guarantee: PARTNERS shall execute and deliver to CITY an original Personal Guarantee to insure repayment of the loan.

(d) Financing Statement: PARTNERS shall execute and deliver to the CITY financing statements and filings for fixtures prepared by the CITY covering the collateral secured by the Security Agreement. PARTNERS shall further execute and deliver, from time to time, any and all such financing statement and filings for fixtures, as the CITY shall reasonably request that PARTNERS execute and deliver.

(e) Corporate Resolutions: PARTNERS shall deliver to CITY appropriate corporate resolutions permitting it to enter into this LOAN AGREEMENT, permitting it to borrow the sums of money and accept the extension of credit as provided for herein, and to empower it to execute the various documents and instruments set forth herein, and any and all other resolutions or documents from the PARTNERS which shall be reasonably required by CITY.

(f) Amortization Schedule: An amortization schedule for the loan described in this agreement shall be supplied by CITY.

(g) Other Reasonable Documentation: PARTNERS shall supply to CITY any and all other reasonably necessary and proper documentation required by CITY to accomplish the various purposes and goals hereof.

(h) Reasonable Loan Closing Provisions: PARTNERS shall undertake any and all steps and actions reasonably required by CITY at or prior to the time of closing, including the fulfillment of all steps and actions required of the PARTNERS by fulfillment of all steps and actions required of the PARTNERS as preconditions to closing.

(i) Failure of Any Condition Precedent: In the event that any condition precedent set forth in this section or any other portion of the LOAN AGREEMENT shall fail or occur prior to or at closing, then CITY may, at its sole option, declare this LOAN AGREEMENT to be absolutely null and void and of no force and effect whatsoever; and under such circumstances, CITY shall be under no duty or obligation to loan any money whatsoever or extend any credit whatsoever. The failure or non-occurrence of any condition precedent hereunder may be relied on solely by the CITY and the same may not be relied upon or used by PARTNERS in any way whatsoever. PARTNERS shall continue to be bound hereunder, unless the CITY declares this agreement null and void for failure of a condition precedent or precedents.

4. FINANCIAL STATEMENTS: PARTNERS will provide a detailed budget to the City, in a form acceptable to the City, with said budget to set for the anticipated income and expenses for the

operation of the building as of August 31, 2015. Developers shall provide copies of: Annual Tax Returns, Profit and Loss Statements, Lease Agreements, on an annual basis, commencing January 1, 2016 and then continuing on the 1st day of each year thereafter. PARTNERS shall provide said financial information as provided in this Paragraph until loan payments have been paid to CITY.

5. GENERAL UNDERTAKINGS WITH RESPECT TO COLLATERAL: The PARTNERS shall make the following undertakings with respect to the collateral, which shall in no way limit or modify any other undertakings with respect to collateral embraced by any of the documents set forth as exhibits hereto:

(a) Insurance: PARTNERS covenants and agrees to keep all of its insurable properties given as collateral hereunder insured to the full insurable value thereof against loss or damage by fire or any other casualty, in an amount and with such companies as shall be reasonably satisfactory to the CITY. All such policies of insurance shall be delivered to SCEPI. Such policies shall name the CITY and PARTNERS as beneficiaries, as their respective interests may appear. PARTNERS agrees to join with CITY in any application to any insurance company or companies regarding the claiming of, or payment of, any proceeds of any policy.

(b) Taxes: The PARTNERS shall pay all taxes, assessments, and other governmental charges, levied or assessed against any of the properties given as collateral, or any replacements thereof; provided, however, that nothing herein contained shall be interpreted to require the PARTNERS to pay any tax or assessments so long as its validity is being contested in good faith.

(c) Maintenance of Collateral: The PARTNERS will maintain, preserve, and keep all of the collateral enumerated herein and extended to the CITY hereunder in good condition, reasonable wear and tear of the elements excepted. The PARTNERS shall not remove the collateral from the City of Shawano, Wisconsin, without the permission of the CITY.

(d) Discharge of Liens or Encumbrances: The PARTNERS shall discharge and satisfy any and all liens, encumbrances, or other claims or interest in and to the said collateral extended to the CITY hereunder immediately.

6. RELEASE OF COLLATERAL: Upon payment of any and all loans hereunder in full, together with accrued interest, and upon the full performance and satisfaction of any and all other obligations and duties of PARTNERS hereunder, CITY shall release all of the collateral given hereunder by appropriate instruments and documents.

7. REPRESENTATIONS AND WARRANTIES: To induce CITY to make the loans provided for herein, the PARTNERS represents and warrants as follows:

(a) Validity of Documents: This agreement is, and any and all documents executed and delivered pursuant hereto, will be, upon execution and delivery in accordance herewith, valid and binding obligations of the PARTNERS enforceable in accordance with their terms.

(b) Taxes: All federal, state, and other tax returns of the PARTNERS required by law to be filed have been duly filed, and all federal, state, and other taxes, assessments, and governmental charges upon the PARTNERS, which to the knowledge of the PARTNERS are due and payable, have been paid or adequately reserved against.

(c) Litigation: There are no proceedings pending or to the knowledge of the PARTNERS threatened, nor any outstanding judgment, order, writ, injunction, decree, or award brought by or against or otherwise affecting the PARTNERS before any court, governmental instrumentality, or arbitral body.

(d) Corporate Status: The PARTNERS are in good standing with the State of Wisconsin and duly organized and is presently qualified to do business in the State of Wisconsin. PARTNERS has filed any and all required reports and corporate forms.

8. AFFIRMATIVE COVENANTS: As long as the promissory note, together with interest thereon, and any other obligations under this LOAN AGREEMENT remain unpaid or unsatisfied, the PARTNERS will:

(a) Books and Records: Maintain proper books and records in accordance with generally accepted accounting principles consistently maintained by the PARTNERS in the form customarily employed in the operation of similar businesses and permit access by CITY to the books and records of the PARTNERS at any reasonable time during the regular business hours of the PARTNERS.

(b) Litigation: Promptly notify CITY of any litigation and any material adverse change in the condition, business or prospects, financial or otherwise, of the PARTNERS.

(c) Performance of Agreements: Punctually perform all the terms and provisions of this LOAN AGREEMENT, including without limitation all of the terms and conditions of all of the documents and instruments to be executed and delivered pursuant thereto, and any other agreement or agreements by which it may be bound relating to any obligation for borrowed money, and all terms and conditions of the RLF Manual which require action by the PARTNERS.

(d) Corporate Existence: Do or cause to be done all things necessary to preserve and keep in full force and effect its corporate existence, rights, and franchises and comply with all laws applicable to it; continue to conduct and operate its business substantially as conducted and operated during the present and preceding calendar year; at all times maintain, preserve, and protect all franchises and trade names.

(e) Payment of Indebtedness: Pay all of its indebtedness and obligations promptly and in accordance with normal terms and provisions.

(f) Non-relocation: The PARTNERS shall retain its operations presently located in Shawano, Wisconsin, in Shawano, Wisconsin. Any relocation of the operations without the prior written consent of the CITY shall result in a default of the terms and conditions of this agreement.

(g) Other Investment by PARTNERS: PARTNERS will invest at least Fifty Thousand dollars (\$50,000) of private funds in the project.

(h) Compliance with Laws and Regulations: PARTNERS will comply with Davis-Bacon and Related Acts and all other applicable federal, state, and local laws and regulations.

(i) State and Federal Approval: PARTNERS has obtained the necessary state, federal, and local approvals for the project.

(j) Documents to SCEPI: The PARTNERS will submit to SCEPI any and all documents demonstrating compliance with all federal and state regulations upon request of SCEPI.

(k) Release of Funds: Release of loan funds to the PARTNERS shall be in relation to the PARTNERS's immediate need to expend such funds to carry out activities as approved in the Developer's Agreement between City of Shawano, Wisconsin and 153 SMS, LLC.

9. NEGATIVE COVENANTS: As long as any of the notes, together with interest thereon, and any other obligations under this LOAN AGREEMENT remain unpaid or unsatisfied, the PARTNERS will not, without prior written consent of CITY:

(a) Other Liens: Make or suffer to exist any mortgage, pledge, title retention lien, security interest, or other encumbrance on any of its personal property or assets which are security for this loan, in favor of any person other than CITY except (i) liens in existence at the date hereof and disclosed to CITY, and (ii) liens for current taxes not delinquent or as security for taxes being contested in good faith, unless written consent to the contrary is obtained from CITY.

(b) Sale: Sell, lease, or otherwise dispose of all or substantially all of their assets.

(c) Dividends: Pay any dividend or bonus without the prior written consent of the CITY.

10. DEFAULT: If one or more of the following events of default shall occur and be continuing:

(a) Default shall be made in the payment of principal or interest on the notes or any other changes hereunder within thirty (30) days after the date due; or

(b) Any representation or warranty made herein, or any certificate or statement furnished or made to the CITY pursuant hereto or in connection herewith or with the loans hereunder,

shall prove to be untrue in any material respect; or

(c) Default shall be made in the performance of any of the covenants or terms of this agreement; or

(d) Any indebtedness of the PARTNERS shall become due and payable as a result of any default or event of default under an indenture or other agreement pursuant to which such indebtedness was incurred or the observation of any obligation or condition which was required thereunder, or if a default occurs with respect to any obligation secured by any mortgage, pledge, title retention agreement or other security interest, lien, charge or encumbrance, and the holder of such obligation declares the same due; or

(e) The PARTNERS shall default in the performance of any covenants on its part to be performed hereunder (and not constituting an event of default under any of the subsections of this section), and such default continues for a period of thirty (30) days after notice thereof to the PARTNERS from CITY; or

(f) The PARTNERS shall become insolvent or unable to pay its debts as they mature, or files a voluntary petition in bankruptcy, or a voluntary petition seeking reorganization, or to effect a plan or other arrangement with creditors, or shall file an answer consenting to or takes any other action indicating acquiescence in, any involuntary petition pursuant to, or purporting to be pursuant to, any bankruptcy, reorganization or insolvency laws of any jurisdiction, or shall be adjudged as bankrupt or insolvent by any court of competent jurisdiction, or shall make an assignment for the benefit of creditors, or shall apply for or consent to the appointment of a receiver or trustee for a substantial part of its property, or an order shall be entered and shall not be dismissed or stayed within thirty (30) days from its entry pursuant to or purporting to be pursuant to any bankruptcy, reorganization or insolvency law of any jurisdiction approving an involuntary petition seeking reorganization of, or to effect a plan or other arrangement with creditors of the PARTNERS or appointing a receiver or trustee for the PARTNERS or for a substantial part of the property of the PARTNERS; then and in any event if such default shall have been remedied, CITY may, by notice to the PARTNERS, terminate this LOAN AGREEMENT (and thereupon this LOAN AGREEMENT shall be terminated) and declare all or any amount shown in the loan records of CITY, together with all accrued interest and charges thereon, and all notes then outstanding hereunder to be forthwith due and payable, and the same shall thereupon become due and payable without present, demand, protest or other notice of any kind, all of which are hereby expressly waived by the PARTNERS. CITY shall thereupon be entitled to pursue any right or remedy set forth herein, or in any exhibit, or established by the appropriate governing law.

11. BREACH OF ONE DOCUMENT IS BREACH OF ALL: The parties covenant and agree that the breach of any term or condition of this LOAN AGREEMENT or any correlative documents executed contemporaneously herewith, as represented by exhibits, or as subsequently required under this LOAN AGREEMENT; shall constitute a breach of each and every other instrument or document executed by and between the parties. Any party shall thereupon have the right to pursue any and all remedies provided for in all of the documents, or in any one or more of them.

12. INDEMNIFICATION: PARTNERS shall indemnify and hold harmless CITY and SCEPI against and in respect of any and all liability, damage, or injury arising or occurring in connection with its management, ownership, occupancy, or use at any time of any of the property and assets which are the security for this agreement. Said indemnification shall include any and all costs and expenses of litigation, including reasonable attorney's fees.

13. NOTICES: All communications provided for herein shall be in writing, addressed to the parties at their respective addresses shown in the caption of this LOAN AGREEMENT or at such other addresses as any party shall designate to the other in writing. Such notices shall be effective if served either personally or upon depositing such notice in the United States mail with postage prepaid thereon.

14. CONFIDENTIALITY: All financial data submitted by PARTNERS to CITY pursuant to the terms hereof will be held in confidence by CITY and such data shall not be released or disclosed to any third parties other than SCEPI. This provision shall be applicable except as it may conflict with the Freedom of Information Act.

15. COST OVERRUNS: PARTNERS shall be solely responsible for the payment of any cost overruns of the project budget.

16. MISCELLANEOUS: The parties further agree:

(a) No Waiver; Remedies Cumulative: No failure to exercise and no delay in exercising on the part of CITY of any right hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right. The rights of CITY shall be in addition to all other rights provided by law or which may be given in any collateral security instrument, note or other document executed pursuant to this LOAN AGREEMENT.

(b) Benefit: This LOAN AGREEMENT shall be binding upon and inure to the benefit of the PARTNERS and CITY and their respective successors, assigns, resulting entities, or representatives.

(c) Gender: Words appearing herein in the masculine, feminine, neuter, singular, and plural shall be read according to their proper gender and number, depending upon the appropriate context in which the words are used.

(d) Separability: Each separately numbered division or subdivision of this LOAN AGREEMENT shall be treated as severable, to the end that, if any one or more of such divisions or subdivisions in whole or in part shall be adjudged or declared illegal, invalid, or unenforceable, then the remaining portions of this entire LOAN AGREEMENT shall remain in full force and effect, as though such division and subdivision, or portion thereof, have never been included in this LOAN AGREEMENT.

(e) Survival of Warranties: All agreements, representations, and warranties made herein shall survive the making of the loans hereunder, shall bind the successors, assigns, and resulting entities of the PARTNERS, and shall inure to the benefit of any subsequent holder of the notes or other collateral security documents issued pursuant thereto, which holder shall have the right to exercise all powers, rights, and privileges of CITY shall specifically not merge into other documents executed pursuant thereto, but shall survive closing.

IN WITNESS WHEREOF, the parties, by their duly authorized representatives, have set their hands and seals this 15th day of January 2015.

Signed in presence of:

Signed by: CITY OF SHAWANO

Juan M. Brnette) By: Lorna S. Marquardt
) Lorna S. Marquardt, Mayor

Juan M. Brnette) By: Karla Duchac
) Karla Duchac, Clerk-Treasurer

Signed in presence of:

Signed by: PARTNERS

153 SMS, LLC

Arane H. Olsen) By: Daniel C. Rogers
) Daniel C. Rogers

DECLARATION OF OFFICIAL INTENT

This Declaration of Official Intent is made under and pursuant to Internal Revenue Code Regulation Sec.1.103-18. The undersigned has been designated as an Official authorized to declare official intent pursuant to Resolution No. 02-99 adopted January 13, 1999. This Declaration of Official Intent is a public record maintained in the files of the undersigned official and available for public inspection pursuant to subchapter II of Chapter 19 of the Wisconsin Statutes.

The undersigned hereby declares that it is the reasonable intention of the City of Shawano (the "Issuer") to use proceeds of debt to be incurred by the Issuer to reimburse expenditures on the project(s) or from the fund(s)/account(s) described below.

Project(s) description:

153 S Main St Building Renovation per Developer's Agreement between the City of Shawano and 153 SMS, LLC dated 1/7/15. See City Resolution 05-15

(Provide a general functional description of the project for which the expenditure to be reimbursed is paid, e.g., "highway capital improvement program", "hospital equipment acquisition", "school building renovation", etc.)

OR

Identify fund(s)/accounts:

TIF District #4 Fund for a \$60,000 grant and \$140,000 loan with interest rate of 4% annum with payments amortized over a period of 10 years. (per Developer's Agreement signed 1/7/15)

(Provide a general functional description of the purpose of the fund or account from which the expenditure to be reimbursed is paid, e.g., "parks and recreation fund – recreational facility capital improvement program".)

The maximum principal amount of debt to be used for the above-described purposes is reasonable expected, on the date hereof, to be \$ 200,000.

Dated this 14th day of January, 2015.

BY: Lorna S. Marquardt
Lorna S. Marquardt, Mayor

BY: Karla K. Duchac
Karla K. Duchac, Clerk-Treasurer

DEVELOPER'S AGREEMENT BETWEEN
CITY OF SHAWANO, WISCONSIN AND 153 SMS, LLC

This agreement made and entered into this 7th day of January, 2015, by and between the City of Shawano, Wisconsin (hereinafter "City") and 153 SMS, LLC (hereinafter "Partners").

WHEREAS, Partners has acquired an improved parcel of property located at the Northwest corner of the intersection of Main and West Division Streets, Shawano, Wisconsin, which property has a street address of 153 S. Main Street, hereinafter "Property"; and

WHEREAS, Partners intends to remodel the building located on the property described above; and

WHEREAS, The property lies within the boundary of Tax Increment Finance District No. 4 (TID #4); and

WHEREAS, the City desires to assist Partners in said improvement to the building located on the property described above; and

WHEREAS, Such assistance is contemplated and within the budget provided in the TID #4 Project Plan Amendment No. 2; and

WHEREAS, this agreement is entered into between the parties to set forth the agreement of the parties and the respective obligations of both parties;

NOW, THEREFORE, in consideration of the mutual agreements as set forth herein, the parties agree as follows:

SECTION I
PROJECT PLAN

Partners intend to remodel the building located on the property described above, with the intention being that said remodeling will result in a building which is available to be leased to various entities with a multi-use building resulting from said remodeling and marketing project. The City desires to assist Partners in said project by participating with a grant and entry into a low-interest loan, the terms of which are set forth herein.

SECTION II
PARTNERS' AGREEMENTS/RESPONSIBILITIES

Partners agrees as follows:

1. Partners anticipate remodeling/renovating the building located on the above-described property, with substantial completion of said remodeling/renovation to a "white box" condition will be completed by August 31, 2015. Partners will have said building substantially completed by that date so that the City can issue an occupancy permit.

2. The remodeling/renovation of said building will result in a building having an assessed valuation of more than \$400,000.00. Partners agree that the City Assessor will be asked to give an opinion at the time of substantial completion that the building will have an assessed valuation of at least \$400,000.00. In the event that the assessed valuation is not at least \$400,000.00, as determined by the City Assessor, then Partners will be responsible for paying the differential in real estate tax that would be generated on a building having an assessed valuation of \$400,000.00, and the actual assessed valuation at the time of substantial completion. Developer shall make said payment representing the real estate tax differential that the City loses by not having assessed valuation of \$400,000.00 by January 31, 2016 and annually thereafter for a period of 10 years or until the assessed valuation exceeds \$400,000.00. If said payment is not made by Developer, the City can exercise any and all remedies available to the City, to collect said tax differential.
3. Partners have acquired and are anticipating improvement costs as outlined on Exhibit A for subject property. The Partners shall complete the Scope of Work as detailed in the attached Exhibit A.
4. Partners will provide a detailed budget to the City, in a form acceptable to the City, with said budget to set forth the anticipated income and expenses for the operation of the building as of August 31, 2015. Developers shall provide copies of: Annual Tax Returns, Profit and Loss Statements, Lease Agreements, on an annual basis, commencing January 1, 2016, and then continuing on the 1st day of each year thereafter. Partners shall provide said financial information as provided in this Paragraph until loan payments have been paid to City.
5. A project plan for the development/remodeling of the building shall be provided to the City pursuant to the City's recently adopted zoning code.
6. Partners shall provide to the City Clerk's office Certificates of Insurance, naming the City as an additional insured, for insurance coverage for the remodeled and improved property located at 153 S. Main Street, Shawano, WI 541566 in order to secure and protect the City's interest in the improvements in the event that the building is damaged or destroyed during the time that the City's loan is outstanding. The amount of said insurance shall be at least in the amount of the City's outstanding loan balance.

SECTION III

CITY'S AGREEMENTS/RESPONSIBILITIES

City agrees as follows, subject to Partners complying with Partners Agreements/Responsibilities set forth in the preceding section and as otherwise provided herein:

1. City agrees to provide a grant of Sixty Thousand (\$60,000.00) Dollars, which monies will be paid from the Tax Increment Financing District (TID) No. 4. Fund. Distribution of said grant is contingent upon substantial completion and documentation of the actual investment identified in Section II (3) above. Material departures from the anticipated improvement costs and Scope of Work detailed in Exhibit A shall be approved by City and may result in modification of the grant amount.

2. City will provide a low-interest loan of One Hundred-Forty Thousand (\$140,000.00) Dollars with an interest rate of four percent (4%) per annum, with said payments to be amortized over a period of ten (10) years. The City agrees that the loan of a maximum amount of One Hundred-Forty Thousand (\$140,000.00) Dollars shall be established as an account upon which Partners may draw upon as their construction and remodeling needs occur. The City agrees to a deferral of one (1) year on any principal and interest payments, although interest shall accrue on any monies drawn on said One Hundred-Forty Thousand (\$140,000.00) Dollar loan. The deferral period for any payments shall commence on the date of the first draw on the loan. Said monies will be taken from the Tax Increment Financing District (TID) No. 4.

SECTION IV **MISCELLANEOUS REQUIREMENTS**

1. The parties agree to cooperate in signing any necessary additional documents, including but not limited a Promissory Note and Second Mortgage giving the City a second priority security interest in the property described herein. In addition, there shall be a Personal Guarantee given to the City by Partners to insure repayment of the loan. The parties understand that the execution of said Note and Mortgage and Personal Guarantee shall occur at the time that Partners have advised the City that no further draws on the low-interest loan will be made.
2. Partners grant to the City, its officials, employees, agents, contractors and sub-contractors, access to the property described herein in order to determine the progress of the remodeling/renovation of the building, as the City needs to protect its interest due to the grant and loan which the parties are participating with.
3. It is expressly understood and agreed that the terms of this agreement are covenants running with the land and are binding on the City and Partners and any and all successors and assignors.
4. Partners shall not assign this agreement or obligations arising hereunder or under the referenced agreements without the prior written consent of the City.
5. Partners agrees to indemnify and hold harmless the City, its officers, agents and employees, and shall defend the same, from and against any and all liability, claims, loss, damages, interest, action, suits, judgments, costs, expenses, attorney fees and the like, to whomsoever owed and by whomsoever and whenever brought or obtained, which may in any manner result from or arise in the course of or out of the performance of the work required by City under this and the referenced agreements, including but not limited to negligence and the breach of any duty whether imposed by statutes, ordinances, regulations, order, degree or law of any sort or by contract on the part of Partners, its officers, employees, agents, workmen or independent contractors, in carrying out the work and in supervising and safeguarding the same in any respect whatsoever, including claims arising under federal, state or local law.

SECTION V **NOTICES**

Any notices required or desired to be given shall be given as follows:

City of Shawano:

Brian Knapp, City Administrator
127 S. Sawyer Street
Shawano, WI 54166

153 SMS, LLC:

525 Progress Avenue
Waukesha, WI 53186

Dated this 8th day of January, 2015.

CITY OF SHAWANO

By: Lorna S. Marquardt
Lorna S. Marquardt, Mayor

By: Karla Duchao
Karla Duchao, Clerk-Treasurer

Dated this 14 day of January, 2015.

153 SMS, LLC

By: Daniel C. Rogers
Daniel C. Rogers, President

By: _____, Secretary

This instrument was drafted by:
Timothy J. Schmid, City Attorney
208 West Green Bay Street
Shawano, Wisconsin 54166
(715) 526-3191



SHAWANO

CITY ON THE WOLF

City Hall, 127 Sawyer Street, Shawano, WI 54166
(715)526-6138 Fax:(715) 526-5751 www.shawanowi.govoffice2.com

RESOLUTION NO. 34-15

SPONSORED BY: SI&CDC and Plan Commission
INTRODUCED BY: Hoeffs
SECONDED BY: Ponschok

WHEREAS, Tax Incremental Finance (TIF) District #6 was created to assist in eliminating blighting conditions and promote redevelopment within said blighted area; and

WHEREAS, United Cooperative currently owns property located at 660 East Seward Street, Shawano, Wisconsin; and

WHEREAS, United Cooperative intends to remodel the building currently located at 660 East Seward Street which is identified as Tax Parcel No. 281-40400-0480 as well as engage in additional construction of other facilities on the above stated parcel and adjacent properties; and

WHEREAS, the property lies within the boundaries of Tax Increment Finance District No. 6 (TIF #6); and

WHEREAS, the City desires to assist United Cooperative with the project as described within the attached Developer's Agreement; and

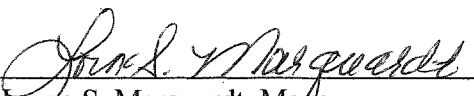
WHEREAS, such assistance is within the budget provided in TIF #6; and


WHEREAS, this agreement is entered into between the parties to set forth the agreement of the parties and the respective obligations of both parties.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Shawano that:

1. The attached Developer's Agreement is now approved; and
2. The Mayor, City Administrator and Deputy Clerk are hereby authorized and directed to execute said contract.

Adopted: March 18, 2015

Signed: 
Lorna S. Marquardt, Mayor

Signed: 
Lesley Nemetz, Deputy Clerk

DEVELOPER'S AGREEMENT BETWEEN
CITY OF SHAWANO, WISCONSIN AND UNITED COOPERATIVE

This agreement made and entered into this 18th day of March, 2015, by and between the City of Shawano, Wisconsin (hereinafter "City") and United Cooperative of Beaver Dam, Wisconsin (hereinafter "UC").

WHEREAS, UC currently owns property located at 660 East Seward Street, Shawano, Wisconsin, said property being used as a feed mill, office and related uses; and

WHEREAS, UC intends to remodel the building currently located at 660 East Seward Street which is identified as Tax Parcel No. 281-40400-0480. In addition, UC intends to engage in additional construction of other facilities as further described herein on Tax Parcel No. 281-40400-0480 and adjacent properties; and

WHEREAS, Tax Parcel No. 281-40400-0480 lies within the boundary of Tax Increment Finance District No. 6 (TID #6); and

WHEREAS, the City desires to assist UC in the project identified herein; and

WHEREAS, this agreement is entered into between the parties to set forth the agreement of the parties and the respective obligations of both parties;

NOW, THEREFORE, in consideration of the mutual agreements as set forth herein, the parties agree as follows:

SECTION I
PROJECT PLAN

UC owns and operates a feed mill and related agricultural service facilities at 660 E Seward St. The parcel is Zoned "General Industrial" and abuts an established single family residential neighborhood to the west, an urban mixed use district to the east and north-west, and public park land to the south. The feed mill is outdated and many of the 10+ buildings located on the site are in a badly dilapidated and blighted condition. The site is largely graveled with very little functional pavement and no screening or physical barriers existing between the industrial uses and the residential neighborhood. An active railroad branch-line forms the east boundary of the parcel and the parcel is served by a short spur and a siding.

In October 2014 UC requested and received approval for a Special Exception to construct a new feed mill, associated loading and warehouse facility, and grain storage and drying bins on the site. UC intends to begin construction of said improvements, pursuant to the Special Exception which was granted, with said construction to begin in April 2015.

SECTION II
UC'S AGREEMENTS/RESPONSIBILITIES

UC agrees as follows:

1. UC shall acquire the rights to purchase additional properties adjacent to the site so that UC will own the following parcels at the conclusion of this project:
 - a. 281-40400-0640
 - b. 281-65050-0060
 - c. 281-65050-0070
 - d. 281-40400-0180
2. UC shall dedicate rights-of-way to the City in order for the City to be able to provide termination/vacation on the East ends of Seward Street, Division Street and Shurz Street roadways, pursuant to the requirements of the City. UC shall request and pursue rezoning of all acquired parcels and vacated rights-of-way to rezone all of said property to General Industrial zoning so that the zoning for the entire project will all be zoned General Industrial.
3. UC shall hire a Certified/Licensed Land Surveyor to complete a Certified Survey Map (CSM) combining Tax Parcel No. 281-40400-0480 with all newly acquired and associated properties including the properties identified in Paragraph 1(a-d) above. Said CSM shall also combine and show all vacated rights-of-way and transferred public lands which are contemplated herein, not including any rights-of-way dedicated by UC to the City in order for the City to vacate/terminate Seward, Division and Shurz Streets. A preliminary map showing an aerial photograph of the current UC facility along with a rough description of other public ways, dedicated rights-of-way which are anticipated to occur in the future, along with vacated rights-of-way and buildings which are to be removed are shown on said attached preliminary map. However UC shall provide a Certified Survey Map detailing the project identified herein which shall be completed and attached to this Developer's Agreement and become a part thereof. UC will prepare a Site Plan as further described in Paragraph 4 below, which Site Plan will be attached hereto and incorporated herein after said Site Plan has been approved by the Plan Commission.
4. UC shall prepare and receive Planning Commission approval for a comprehensive "Site Plan" consistent with the intentions of the "Special Exception" approval and meeting all provisions of the newly adopted Zoning Code as if this were a new industrial development, including but not limited to:
 - a. Landscaping requirements,
 - b. Yard and neighborhood screening requirements,
 - c. Storm water management,
 - d. Area lighting restrictions,
 - e. Building and pavement setbacks
 - f. Building façade treatments
 - g. Ingress and egress improvements
 - h. Pavement

5. UC shall construct said improvements pursuant to the following timeline:
 - a. Construction shall begin on the Feed Mill building and north portion of the warehouse (Phase I) by April 30, 2015 with substantial completion (demonstrated by issuance of an occupancy permit) no later than March 1, 2016. Construction shall begin on the south portion of the warehouse (Phase II) upon removal of the old feed mill structures, with substantial completion (demonstrated by issuance of an occupancy permit) no later than December 31, 2016. Said Feed Mill building and Warehouse will be constructed at an estimated cost of Six Million Nine Hundred Thousand Dollars (\$6,900,000.00).
 - b. Remodeling construction shall begin on the Office/Retail Building, 660 E Seward Street by June 30, 2015 with substantial completion (demonstrated by issuance of an occupancy permit) no later than December 31, 2015. Said Office/Retail Building will be remodeled at an estimated cost of Two Hundred Thousand Dollars (\$200,000.00).
 - c. Construction shall begin on the grain storage and drying bins by January 1, 2017 with substantial completion (demonstrated by issuance of an occupancy permit) no later than June 30, 2017. Said grain storage and drying bins will be constructed at an estimated cost of Three Million Five Hundred Thousand Dollars (\$3,500,000.00).
6. UC shall complete demolition or removal of all buildings identified for removal (per Exhibit A) on the following timeline:
 - a. Begin demolition of the old "Feed Mill" building located at 600 E. Seward Street within 120 days of substantial completion and occupancy of the new Feed Mill and Warehouse (Phase I) and will complete the demolition of the mill and all buildings identified for removal (per Exhibit A), except for the current "Fertilizer Plant" and the Baumann home (634 Schurz St), no later than December 31, 2016.
 - b. Complete demolition or removal of the "Fertilizer Plant", the Bauman home (634 Schurz St.), and any remaining blighted ancillary structures remaining on the property no later than June 30, 2017.
7. UC shall complete all site related improvements per the approved "Site Plan": paving, fencing, landscaping, etc., as demolition and construction activities permit but in no case later than September 30, 2017.
8.
 - a. UC shall make a payment of \$158,000 to the City upon exchange of quit claim deeds from the City to parcel number 281-40400-0690 (currently used as "Center Street Park") and to parcel number 281-40400-0691 (a vacant lot across the alley west of Center St Park). The contribution is intended to allow the City to develop a new neighborhood park on existing city property adjacent to the Mountain Bay Trail and Richmond St. UC's request for naming rights to the park or structures will be considered by the Park and Recreation Commission. The City shall acknowledge that portion of the \$158,000 payment which may legally be treated as a charitable contribution, provided however that the City will only acknowledge the charitable contribution in an amount which is in excess of the fair market value of the lots that are intended to be transferred to UC, said fair market value will be determined by the City Assessor.

- b. The parties understand that it may be necessary for the City to commence a Court action in order to clarify title to the property commonly identified as "Center Street Park," Parcel No. 281-40400-0690. The parties understand that said Court action will involve some delay in the City providing a Quit Claim Deed for said parcel to UC. The conveyance of said property by City to UC is contingent upon the successful outcome of said lawsuit.
9. UC shall construct, in coordination with the City, an access driveway from the project to Center Street to accommodate heavy truck traffic exiting the project and heading East to Fairview Way as intended in the Special Exception approval.
10. UC shall be responsible for all customary permit and meeting fees.
11. UC shall monitor, maintain, and replant as necessary to assure successful survival of all required vegetative landscaping for a period of 5 years from the date of the final incentive payment.

SECTION III

CITY'S AGREEMENTS/RESPONSIBILITIES

City agrees as follows, subject to UC complying with UC Agreements/Responsibilities set forth in the preceding section and as otherwise provided herein:

1. The City shall design and contract for the reconstruction of Center Street, from Hamlin St to Fairview Way, with at least \$100,000 of TID #6 incentive allocated to the project for heavy roadway construction to accommodate the anticipated truck traffic. Construction to be completed no later than October 31, 2017.
2. The City shall design and contract for the construction of functional (cul-de-sac or hammer-head) terminations of Seward St, Division St and Schurz St including water main extensions or modifications to provide fire protection to the project and surrounding neighborhood. The TID #6 allocation for said terminations will be approximately \$172,000. Construction to be completed no later than October 31, 2016.
3. The City shall coordinate with UC to reconfigure and provide necessary water, sanitary sewer, storm water and electric service connections to the project. Those costs normally born by or charged to the customer for installing or reconfiguring such connections, to the customary delivery points (curb stop, transformer, main wye to property line), shall be paid by the City through TID #6 up to a maximum amount of \$28,000.00. In the event that said installation or reconfiguration costs exceed the amount of \$28,000.00, said excess cost shall be paid by UC.
4. The City will seek Plan Commission and Common Council approval for the change-of-use and transfer of parcel number 281-40400-0690 (currently used as "Center Street Park") and to parcel number 281-40400-0691 (a vacant lot across the alley west of Center St Park). Upon approval, and subject to the successful completion of the Court action identified in Section II, Paragraph 8(b) above, the City shall provide quit claim deeds for said parcels as further set forth in Section II, Paragraph 8(b).

5. The City will seek Plan Commission and City Council approval for the vacation of all street and alley rights-of-way interior to the project boundary as anticipated and shown on Exhibit A.
6. The City will seek approval for a boundary amendment to the TIF District #6 Project Plan to include the additional properties added to the parcel through the CSM as per Section II, Paragraph 3 above.
7.
 - a. The City shall provide a development incentive grant in the amount of \$850,000.00 to support a portion of the following estimated costs necessary to create a viable commercial site that: provides adequate space for anticipated business activities and expansion; eliminates blighted buildings; improves remaining building appearance; results in an active industrial site respectful of the adjacent residential and commercial neighborhoods.
 1. \$383,000.00 Property Assembly and Surveying
 2. \$200,000.00 Building Demolition and Restoration
 3. \$103,000.00 Exterior Building Renovation
 4. \$150,000.00 Landscaping and Screening/Fencing
 5. \$350,000.00 Site Paving

- b. The City shall make the development incentive grant payment on the following schedule:
 1. \$500,000.00 upon completion of Developer's obligations as set forth in Section II, Paragraphs 1-5(b), and 6(a) and the obtaining of the occupancy permits issued for the Feed Mill Phases I and II, and the Office/Retail Buildings.
 2. \$350,000.00 upon completion of Developer's obligations as set forth in Section II, Paragraphs 5(c), 6(b) 7, 8 and 9.

SECTION IV **CONTINGENCIES**

1. This Developer's Agreement is subject to the following contingencies:
 - a. Successful rezoning of the properties as provided for in this Developer's Agreement.
 - b. Successful completion of the necessary vacation/discontinuances of all public streets, alleys, public ways or park properties as further described in the previous sections of this Developer's Agreement.
 - c. Successful completion of any necessary Court action to clear title in order that for the City to be able to convey the properties identified above to UC.

SECTION V
MISCELLANEOUS REQUIREMENTS

1. UC grants to the City, its officials, employees, agents, contractors and sub-contractors, access to the property described herein in order to determine the progress of the remodeling/renovation/construction/demolition and other requirements set forth in this agreement, as the City needs to protect its interest due to the grant that is part of the Developer's Agreement and for the City's interest in protecting the community's health, safety and welfare.
2. It is expressly understood and agreed that the terms of this agreement are covenants running with the land and are binding on the City and UC and any and all successors and assignors.
3. UC shall not assign this agreement or obligations arising hereunder or under the referenced agreements without the prior written consent of the City.
4. UC agrees to indemnify and hold harmless the City, its officers, agents and employees, and shall defend the same, from and against any and all liability, claims, loss, damages, interest, action, suits, judgments, costs, expenses, attorney fees and the like, to whomsoever owed and by whomsoever and whenever brought or obtained, which may in any manner result from or arise in the course of or out of the performance of the work required by City under this and the referenced agreements, including but not limited to negligence and the breach of any duty whether imposed by statutes, ordinances, regulations, order, degree or law of any sort or by contract on the part of UC, its officers, employees, agents, workmen or independent contractors, in carrying out the work and in supervising and safeguarding the same in any respect whatsoever, including claims arising under federal, state or local law.

SECTION VI
NOTICES

Any notices required or desired to be given shall be given as follows:

City of Shawano:


Brian Knapp, City Administrator
127 S. Sawyer Street
Shawano, WI 54166
E-mail: bknapp@shawanonet.net
Phone: 715-526-6138

United Cooperative:

N1760 Raceway Road
Beaver Dam, WI 53916
E-mail: DavidC@UnitedCooperative.com
Phone: 920-887-1756

Dated this 19th day of March, 2015.


CITY OF SHAWANO


By: 
Lorna S. Marquardt, Mayor

By: 
Lesley Nemetz, Deputy Clerk

Dated this 23 day of March, 2015.

United Cooperative

By: 
_____, President
and Chief Executive Officer

By: 
_____, Secretary

This instrument was drafted by:
Timothy J. Schmid, City Attorney
208 West Green Bay Street
Shawano, Wisconsin 54166
(715) 526-3191



SHAWANO

CITY ON THE WOLF

City Hall, 127 Sawyer Street, Shawano, WI 54166
(715) 526-6138 Fax: (715) 526-5751 www.shawanowi.govoffice2.com

RESOLUTION NO. 19-15

SPONSORED BY: Plan Commission and Finance Committee
INTRODUCED BY: Ponschok
SECONDED BY: Hoeffs

WHEREAS, Tax Incremental Finance (TIF) District #6 was created to assist in eliminating blighted conditions and promote redevelopment within said blighted area; and

WHEREAS, KTS Investments, LLC has acquired an improved parcel of property located at the Northwest corner of the intersection of East Green Bay Street and Andrews Street, Shawano, Wisconsin, which property has a street address of 229 East Green Bay Street; and

WHEREAS, KTS Investments, LLC intends to remodel the building located on the property described above; and

WHEREAS, the property lies within the boundary of Tax Increment Finance District No. 6 (TID #6); and

WHEREAS, the City desires to assist KTS Investments, LLC in said improvement to the building located on the property described above; and

WHEREAS, such assistance is contemplated and within the budget provided in the TIF #6 Project Plan; and

WHEREAS, this agreement is entered into between the parties to set forth the agreement of the parties and the respective obligations of both parties.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Shawano that:

1. The attached Developer's Agreement is now approved; and
2. The Mayor, City Administrator and Clerk-Treasurer are hereby authorized and directed to execute said contract.

Adopted: February 11, 2015

Signed: Lorna S. Marquardt
Lorna S. Marquardt, Mayor

Signed: Karla K. Duchac
Karla K. Duchac, Clerk-Treasurer

DEVELOPER'S AGREEMENT BETWEEN
CITY OF SHAWANO, WISCONSIN AND KTS Investments, LLC

This agreement made and entered into this 11 day of February, 2015, by and between the City of Shawano, Wisconsin (hereinafter "City") and KTS Investments, LLC (hereinafter "KTS").

WHEREAS, KTS has acquired an improved parcel of property located at the Northwest corner of the intersection of East Green Bay and Andrews Streets, Shawano, Wisconsin, which property has a street address of 229 E. Green Bay Street, hereinafter "Property"; and

WHEREAS, KTS intends to remodel the building located on the property described above; and

WHEREAS, The property lies within the boundary of Tax Increment Finance District No. 6 (TID #6); and

WHEREAS, the City desires to assist KTS in said improvement to the building located on the property described above; and

WHEREAS, Such assistance is contemplated and within the budget provided in the TID #4-6 Project Plan; and

WHEREAS, this agreement is entered into between the parties to set forth the agreement of the parties and the respective obligations of both parties;

NOW, THEREFORE, in consideration of the mutual agreements as set forth herein, the parties agree as follows:

SECTION I
PROJECT PLAN

KTS intends to remodel the building located on the property described above, with the intention being that said remodeling will result in a building in which approximately the east one-half of the space is to be occupied by Tower Clock Eye Center (Eye Center) and the remaining space is available to be leased to various entities with a multi-use building resulting from said remodeling and marketing project. The City desires to assist KTS in said project by participating with a Development Grant, the terms of which are set forth herein.

SECTION II
PARTNERS' AGREEMENTS/RESPONSIBILITIES

Partners agrees as follows:

1. KTS anticipates remodeling/renovating the building located on the above-described property, with substantial completion of said remodeling/renovation to be completed by June 30, 2015. Partners KTS will have said building substantially completed by that date so that the City can issue an occupancy permit.

2. The remodeling/renovation of said building will result in a building having an assessed valuation of more than \$500,000.00. KTS agrees that the City Assessor will be asked to give an opinion at the time of substantial completion that the building will have an assessed valuation of at least \$500,000.00. In the event that the assessed valuation is not at least \$500,000.00, as determined by the City Assessor, then will be responsible for paying the differential in real estate tax that would be generated on a building having an assessed valuation of \$500,000.00, and the actual assessed valuation at the time of substantial completion. KTS shall make said payment representing the real estate tax differential that the City loses by not having assessed valuation of \$500,000.00 by January 31, 2016 and annually thereafter for a period of 10 years or until the assessed valuation exceeds \$500,000.00. If said payment is not made by KTS, the City can exercise any and all remedies available to the City, to collect said tax differential.
3. KTS has acquired and is anticipating improvement costs as outlined on Exhibit A for subject property KTS shall complete the Scope of Work as detailed in the attached Exhibit A.
4. A project plan for the development/remodeling of the building shall be provided to the City pursuant to the City's recently adopted zoning code.
5. KTS shall meet the site planning and landscaping requirements as if this were to be a "new development" for the purpose of the City's recently adopted zoning code.

SECTION III

CITY'S AGREEMENTS/RESPONSIBILITIES

City agrees as follows, subject to KTS complying with the Agreements/Responsibilities set forth in the preceding section and as otherwise provided herein:

1. City agrees to provide a Grant of Sixty One Thousand Two Hundred (\$61,200.00) Dollars, which monies will be paid from the Tax Increment Financing District (TID) No. 6. Fund. Distribution of said grant is contingent upon substantial completion, issuance of City occupancy permit, and documentation of the actual investment identified in Section II (3) above. Material departures from the anticipated improvement costs and Scope of Work detailed in Exhibit A shall be approved by City and may result in modification of the grant amount.

SECTION IV

MISCELLANEOUS REQUIREMENTS

1. KTS grants to the City, its officials, employees, agents, contractors and sub-contractors, access to the property described herein in order to determine the progress of the remodeling/renovation of the building, as the City needs to protect its interest due to the grant which the parties are participating with.

2. It is expressly understood and agreed that the terms of this agreement are covenants running with the land and are binding on the City and KTS and any and all successors and assignors.
3. KTS shall not assign this agreement or obligations arising hereunder or under the referenced agreements without the prior written consent of the City.
4. KTS agrees to indemnify and hold harmless the City, its officers, agents and employees, and shall defend the same, from and against any and all liability, claims, loss, damages, interest, action, suits, judgments, costs, expenses, attorney fees and the like, to whomsoever owed and by whomsoever and whenever brought or obtained, which may in any manner result from or arise in the course of or out of the performance of the work required by City under this and the referenced agreements, including but not limited to negligence and the breach of any duty whether imposed by statutes, ordinances, regulations, order, degree or law of any sort or by contract on the part of KTS, its officers, employees, agents, workmen or independent contractors, in carrying out the work and in supervising and safeguarding the same in any respect whatsoever, including claims arising under federal, state or local law.

SECTION V
NOTICES

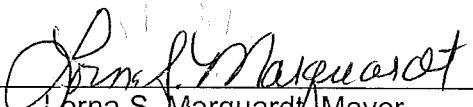
Any notices required or desired to be given shall be given as follows:

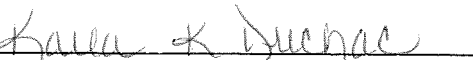
City of Shawano:
Brian Knapp, City Administrator
127 S. Sawyer Street
Shawano, WI 54166

KTS Investments, LLC:
1087 W. Mason St
Green Bay, WI 54303

Dated this 11 day of February, 2015.


CITY OF SHAWANO

By: 
Lorna S. Marquardt, Mayor

By: 
Karla Duchac, Clerk-Treasurer

Dated this 26 day of February, 2015.

KTS Investments, LLC

By: 
Tyson Schwiesow, President

By: 
Kurt Schwiesow, Secretary

This instrument was drafted by:
Timothy J. Schmid, City Attorney
208 West Green Bay Street
Shawano, Wisconsin 54166
(715) 526-3191

ATTACHMENT C

**Wisconsin Department of Natural Resources (WDNR)
Community Based Organizations Letters of Support**



December 3, 2015

Brian D. Knapp, City Administrator
City of Shawano
127 S. Shawano Street
Shawano, WI 54166

Subject: State Acknowledgement Letter for the City of Shawano's \$400,000 Community wide Assessment grant application to the U.S. Environmental Protection Agency

Dear Mr. Knapp:

The Wisconsin Department of Natural Resources (DNR) acknowledges and supports the application of the City of Shawano for U.S. Environmental Protection Agency Brownfield Grant funds identified above.

The Wisconsin DNR is fully committed to a collaborative partnership with the City of Shawano, and will support your brownfield assessment and remediation efforts in many ways, including:

- The Wisconsin DNR can identify key state and federal contacts for your specific project and coordinate Green Team meetings with these individuals, in your community, to answer questions and discuss local plans, options and best practices.
- The Wisconsin DNR can assist you in identifying and obtaining additional financial assistance from state-managed grant and loan programs.

Obtaining EPA funding for this grant application is consistent with community needs, vital to the local economy and will help bring needed improvements to the quality of life for residents. Federal funding will also help initiate cleanup activities, create jobs and leverage local investments in brownfield redevelopment.

Sincerely,

Darsi Foss, Director
Bureau for Remediation and Redevelopment
Wisconsin Department of Natural Resources

Copy: Tauren Beggs – DNR NER



1263 S. Main St. P.O. Box 35 Shawano, WI 54166-0035
Phone: (715) 526-5839 Fax: (715) 526-2125
Email: scepi@frontiernet.net

www.shawanoecondev.org

Brian Knapp, City Administrator/SMU General Manager
City of Shawano
127 S Sawyer Street
Shawano, WI 54166

Dear Brian;

On behalf of the Shawano County Economic Progress, Inc. (SCEPI), we strongly support the City of Shawano's application for assessment grant funds from the United States Environmental Protection Agency (USEPA) Brownfields Program.

This project would completely fit in our strategic plans for the region. Our role is providing assistance to businesses and organizations to promote economic vitality throughout Shawano County by acting as technical resource and facilitator for our communities, businesses and organizations. Brownfields funding would assist us in our vision to stimulate economic growth and improve the quality of life for our citizens.

In my role as Chief Economic Development Officer of SCEPI, I would provide technical resources, would facilitate meetings including the Brownfields Advisory Committee, assist with site inventory and prioritization, and continue to provide vital contacts with potential developers and new businesses. In addition, I would participate as Project Director for the Brownfields Assessment Program, if funded. My experience includes over thirty five years of business development and community and economic development. This includes project management and grant administration. In addition to providing technical assistance, SCEPI has a close working relationship with the City of Shawano as well as the Shawano County Chamber of Commerce. This collaboration is vital in forming partnerships to proactively address the growing needs of businesses in our area.

The Brownfields assessment grant will provide vital planning and follow through for the assessment, remediation and redevelopment of so many underutilized and vacant sites throughout the City of Shawano. Results will include strengthened neighborhoods, increased health and welfare of our citizens, a healthier economy, and vital reinvestment in our schools and businesses.

We are pleased to submit this letter of support for the City of Shawano's application for the USEPA Brownfields Assessment Grant.

Best regards,



Dennis Heling
Chief Economic Development Officer



College of Menominee Nation

November 17, 2015

Brian Knapp, City Administrator
City of Shawano
127 S. Sawyer Street
Shawano WI 54166

Dear Mr. Knapp,

On behalf of the College of Menominee Nation, this letter states our support for the City of Shawano's (City) application for United States Environmental Protection Agency (USEPA) Community-Wide Brownfields Assessment Grant funds, and our commitment as a community partner for this vital project.

Through our charter by the Menominee Nation, our mission focuses on providing opportunities in higher education while preparing students in leadership, careers, and advanced studies in a multicultural world. Partnering with the City on the Brownfields Assessment grant program would allow us to fulfill this mission through providing the City with potential environmental job development, and assistance with any education and employment needs with the City and adjacent Menominee Indian Reservation. We are available to support the City with technical assistance related to community development strategies, education, training, and language assistance, culturally-appropriate outreach materials for the public and technological resources to meet the changing needs of the area.

We understand that the purpose of the USEPA Brownfields Assessment Grant funds is to identify, assess, and plan for remediation and the redevelopment of underutilized and potentially contaminated sites in the City. These funds would provide a means for increased health, safety and welfare of our citizens, and protect our natural resources. As a land grant institution, we are committed to researching, promoting, and perpetuating and nurturing American Indian culture, and providing outreach workshops and community service. A strong component of our value statement is to encourage our students and faculty to be responsible citizens, and to always work toward environmental justice and good stewardship of our lands.

As a partner with the City and their Brownfields program, our students enrolled in health care and environmental programs will have an opportunity to participate in different aspects of the brownfields redevelopment process, including providing the opportunity to evaluate strategies for increasing health initiatives with the community, and observe the assessment, prioritization, remediation and redevelopment of contaminated sites. In addition, our main campus on the Menominee Indian Reservation is located less than ten miles from the City and a great number of our students live or work in the City.

Main Campus

N172 State Hwy 47-55
P.O. Box 1179
Keshena, WI 54135

Phone

715.799.5600
800.567.2344

**Green Bay/Oneida
Campus**

2733 S. Ridge Road
Green Bay, WI 54304

Phone

920.965.0070
800.567.2344

Web

www.menominee.edu

The College of Menominee Nation is honored to be in support of this grant, and to be a partner with the City in the implementation of grant requirements. We trust that the USEPA will look favorably upon this application for the Brownfields Assessment Grant to provide for vibrant revitalization of properties that are currently underutilized and/or potentially contaminated; will improve health, safety and our environment; and will lead to sustainable development for generations to come.

Sincerely,

A handwritten signature in blue ink, reading "S. Verna Fowler". The signature is written in a cursive, flowing style.

S. Verna Fowler, Ph.D.
President



November 17, 2015

Brian Knapp, City Administrator
City of Shawano
127 S Sawyer Street
Shawano, WI 54166

Dear Mr. Knapp;

Shawano Pathways Organization for Kids, Environment & Safety (SPOKES) is pleased to participate as a Community Partner with the City of Shawano (City) for the United States Environmental Protection Agency (USEPA) Community-Wide Brownfields Assessment Grant. We understand that the purpose of the assessment grant is to inventory, identify and assess brownfields sites, plan for the remediation of potentially contaminated sites, and to redevelop these sites to the betterment of our community.

Our mission is to plan for and facilitate in the development, implementation, maintenance and preservation of a greenway and trails network within Shawano County and adjacent areas for recreation and alternative transportation, while preserving and restoring natural areas and resources connected with the trails. We are proud to have partnered with the City in the past on the development of our County's comprehensive plan, which supports a countywide Bicycle and Pedestrian Trail System, including connection of more populated areas to existing trails, as well as connection to identified routes in adjoining counties. The City has plans to further enhance the Mountain Bay Trail, which extends adjacent to both of the brownfields project areas highlighted in the USEPA Grant application.

We look forward to participating in the project by providing input related to sites that offer opportunities for green space or restoration of other natural areas, especially along the City's lakefront and trail system. In addition, we can partner with the City on future funding opportunities, including potential grants from the Wisconsin Department of Transportation and the Wisconsin Department of Natural Resources.

SPOKES will participate on a Brownfields Advisory Committee; our representative is our Member at Large, Matty Mathison. In addition, Matty has extensive experience in public outreach activities, facilitating public meetings and roundtable discussions, identifying and

prioritizing properties, and encouraging participation from private property owners as well as the public.

We whole-heartedly support the application for USEPA Brownfields Assessment funds in order to assist our community with redevelopment in the areas adjacent to our pedestrian and biking trails. A strong community is created through connecting people where they live, work and play. Strong citizens are created through healthy lifestyles, implemented through encouragement of outdoor activities, positive choices, and a strong economy. Securing these grant funds will allow us to achieve our goals for redevelopment of our underutilized and potentially contaminated sites, leading to safer neighborhoods for our pedestrian and bicycling trails, and resulting in a cohesive community where citizens will be healthier, happier, and more connected.

A handwritten signature in cursive script, reading "Gregory E. Sturm". The signature is written in dark ink and is positioned above the printed name.

Greg Sturm
President
Shawano Pathways



*Shawano Country
Chamber of Commerce*

1263 S. Main Street • P.O. Box 38 • Shawano, Wisconsin 54166
Phone: (715) 524-2139 • 1-800-235-8528 • Fax: (715) 524-3127
www.shawanocountry.com email: chamber@shawano.com

November 10, 2015

Brian Knapp, City Administrator/SMU General Manager
City of Shawano
127 S. Sawyer Street
Shawano, WI 54166

Dear Brian,

As the Executive Director of the Shawano Country Chamber of Commerce, I am pleased to submit this letter of support for the City of Shawano (City) and its efforts toward applying for the United States Environmental Protection Agency (USEPA) Community-Wide Brownfields Assessment Grant. The mission of the chamber of commerce is to work side by side with community partners to promote all that the county has to offer its residents and visitors.

Shawano is a beautiful community with many wonderful opportunities. Nestled between the Wolf River and Shawano Lake, the City is a destination for tourists who enjoy all that the four seasons have to offer in the way of outdoor activities, including fishing, hunting, hiking and canoeing. Many historical and cultural points of interest in the City of Shawano depict the history of our former logging and dairy industries. Through the years many of these industries have shuttered their doors which has created challenges in the form of abandoned buildings and underutilized structures, many of which have known or perceived environmental concerns. Environmental resources have been compromised due to negative impacts from these Brownfields sites sprawled throughout our community.

The Brownfields Assessment Grant will provide a means for the City to identify, assess, prioritize and plan for the assessment, remediation and redevelopment of these abandoned and underutilized, and potentially contaminated sites throughout the City. This redevelopment effort will not only help to eradicate blight and remediate contaminated sites, but will also allow the City to strengthen our neighborhoods, increase the health and welfare of our citizens, better our economy, and reinvest in our schools and businesses. Assisting the City in such a valuable project helps us to achieve our goals.

We fully support this application and the partnerships involved. In addition to supporting the need for the Brownfields Assessment Grant, we commit our participation as a Community Sponsor for the project and will provide a meeting space and outreach and education materials.

Respectfully submitted,

Nancy Smith
Executive Director



Shawano County Parks Department

Maintaining, Developing and Updating Parks in Shawano County

W5785 Lake Drive, Shawano, WI 54166 • (715)526-5216 • www.shawanocountypark.com

Brian Knapp, City Administrator
City of Shawano
127 S Sawyer Street
Shawano, WI 54166

Dear Mr. Knapp;

We understand that the purpose of the assessment grant is to inventory, identify and assess brown fields' sites, plan for the remediation of potentially contaminated sites, and to redevelop these sites to the betterment of our community. With this understanding Shawano County Parks supports your efforts.

We whole-heartedly support the application for USEPA Brownfields Assessment funds in order to assist our community with redevelopment in the areas adjacent to our pedestrian and biking trails.

Sincerely,

Keith Marquardt
Shawano County Parks Director
W5785 Lake Drive
Shawano, WI 54166



PARK & RECREATION DEPT.

220 E. Division Street • Shawano, WI 54166

Phone (715) 526-6171 • Fax (715) 526-5656

November 10, 2015

Brian Knapp, City Administrator
City of Shawano
127 S Sawyer Street
Shawano, WI 54166

Dear Mr. Knapp,

As the City of Shawano Park & Recreation Director, I am pleased to submit this letter of support for the City of Shawano's efforts toward applying for the United States Environmental Protection Agency Community-Wide Brownfields Assessment Grant.

Shawano is a beautiful community with many wonderful opportunities that include parks, trails, natural areas and athletic fields that boost the quality of life we enjoy in Shawano. Shawano Parks and Recreation is dedicated to creating memory-making leisure opportunities for residents and visitors, while preserving and enhancing the rich heritage and natural beauty of our area. We are proud to offer 26 parks and public spaces for families to enjoy. In addition several of the parks have shelters that are available to rent.

The Brownfields assessment grant will provide a means for the City to identify, assess, prioritize and plan for the assessment, remediation and redevelopment of abandoned and underutilized, and potentially contaminated sites that are located throughout the City. This redevelopment effort will not only help to eradicate blight and remediate contaminated sites, but will also allow the City to strengthen our neighborhoods, increase the health and welfare of our citizens, better our economy, and reinvest in our schools and businesses.

We fully support this application and the partnerships involved.

Sincerely,

Matt Hendricks
Park and Recreation Director



Shawano-Menominee Counties Health Department

311 N. Main Street, Room 102

Shawano, WI 54166-2198

Phone: (715) 526-4808

Fax: (715) 524-5792

www.co.shawano.wi.us

Jaime Bodden, MPH MSW

Director / Health Officer

November 16, 2015

Brian Knapp, City Administrator/SMU General Manager
City of Shawano
127 S Sawyer Street
Shawano, WI 54166

Dear Administrator Knapp;

The Shawano-Menominee Counties Health Department is supportive of the City of Shawano's (City) application for a United States Environmental Protection Agency (USEPA) Community-Wide Brownfields Assessment Grant. In addition to the many programs we currently collaborate on with the City, we look forward to utilizing this opportunity to continue to improve the health and welfare of our citizens, as well as the environment.

As the local health department for both Shawano and Menominee Counties, we are well situated to play a strong role as a partner in the Brownfields Assessment Program. The focus of our efforts includes health, education, and outreach. This project parallels our mission, which is to "assure the health of Shawano and Menominee Counties by promoting healthy lifestyles, preventing illness and disability, and protecting communities". We provide many services for city residents including; environmental human health hazard investigation, Healthy Smiles and oral health programs, communicable disease surveillance and control, and chronic disease prevention. Additionally we serve on many local coalitions including the Community Health Action Team, Healthy Families in Shawano County, and Reaching Out Against Suicide and Depression. We also co-lead health needs assessment and health improvement planning efforts.

Our residents face significant health issues; the 2015 County Health Rankings have listed our counties as 46th (Shawano County) and 72nd (Menominee County) out of the 72 counties in Wisconsin. Our citizens face substantially higher rates of asthma, obesity, smoking, and mental health issues than other Wisconsin counties. Access to care is a particularly important issue given our rural geography, and we continue to face a dental and mental health provider shortage.

However, being a rural community is also a great opportunity. We have an abundance of natural resources that are an important part of our cultural, social, and economic

identities. Ensuring these environments are safe for residents and visitors is vital to keeping Shawano a healthy place to live, work and play. Addressing health issues is challenging, and a vital part of our health promotion efforts will include an increase in healthy lifestyles, of which the remediation of contaminated Brownfield sites will play a primary role.

The Health Department is proud and excited to partner with the City for this USEPA Community-wide Brownfields Assessment Grant. Our program experience, as well as our staff, will be made available to assist with the evaluation and dissemination of information on health issues, including direct education to the public.

I will serve as the primary contact for the Health Department on a Brownfields Advisory Committee. My experience includes Masters Degrees in both Public Health and Social Work, with a focus on population level health systems impact and community engagement.

We look forward to working with the City on such an important project that will affect a great number of citizens in the City, as well as throughout the Shawano and Menominee area. Please feel free to contact me at 715-526-4808 if you need additional information.

Sincerely,

A handwritten signature in cursive script that reads "Jaime Bodden".

Jaime Bodden, MPH MSW
Health Officer/Director of Public Health

Application for Federal Assistance SF-424

* 1. Type of Submission:

- ☐ Preapplication
☒ Application
☐ Changed/Corrected Application

* 2. Type of Application:

- ☒ New
☐ Continuation
☐ Revision

* If Revision, select appropriate letter(s):

* Other (Specify):

* 3. Date Received:

12/18/2015

4. Applicant Identifier:

5a. Federal Entity Identifier:

5b. Federal Award Identifier:

State Use Only:

6. Date Received by State:

7. State Application Identifier:

8. APPLICANT INFORMATION:

* a. Legal Name:

City of Shawano

* b. Employer/Taxpayer Identification Number (EIN/TIN):

39-6005594

* c. Organizational DUNS:

1135271130000

d. Address:

* Street1:

127 S. Sawyer Street

Street2:

* City:

Shawano

County/Parish:

* State:

WI: Wisconsin

Province:

* Country:

USA: UNITED STATES

* Zip / Postal Code:

54166-2433

e. Organizational Unit:

Department Name:

Division Name:

f. Name and contact information of person to be contacted on matters involving this application:

Prefix:

Mr.

* First Name:

Dennis

Middle Name:

* Last Name:

Heling

Suffix:

Title:

Chief Economic Development Director

Organizational Affiliation:

Shawano County Economic Progress, Inc.

* Telephone Number:

715-526-5839

Fax Number:

715-526-2125

* Email:

scepi@frontiernet.net

Application for Federal Assistance SF-424

* 9. Type of Applicant 1: Select Applicant Type:

C: City or Township Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

* Other (specify):

* 10. Name of Federal Agency:

Environmental Protection Agency

11. Catalog of Federal Domestic Assistance Number:

66.818

CFDA Title:

Brownfields Assessment and Cleanup Cooperative Agreements

* 12. Funding Opportunity Number:

EPA-OSWER-OBLR-15-04

* Title:

FY16 Guidelines for Brownfields Assessment Grants

13. Competition Identification Number:

Title:

14. Areas Affected by Project (Cities, Counties, States, etc.):

Add Attachment

Delete Attachment

View Attachment

* 15. Descriptive Title of Applicant's Project:

Inventory Brownfield properties throughout the City, and conduct Phase I and II Environmental Site Assessments (ESA's) at select Brownfields properties for redevelopment purposes.

Attach supporting documents as specified in agency instructions.

Add Attachments

Delete Attachments

View Attachments

Application for Federal Assistance SF-424**16. Congressional Districts Of:**

* a. Applicant

WI-8

* b. Program/Project

WI-8

Attach an additional list of Program/Project Congressional Districts if needed.

Add Attachment

Delete Attachment

View Attachment

17. Proposed Project:

* a. Start Date:

10/01/2015

* b. End Date:

09/30/2018

18. Estimated Funding (\$):

* a. Federal	400,000.00
* b. Applicant	0.00
* c. State	0.00
* d. Local	0.00
* e. Other	0.00
* f. Program Income	0.00
* g. TOTAL	400,000.00

*** 19. Is Application Subject to Review By State Under Executive Order 12372 Process?**☐ a. This application was made available to the State under the Executive Order 12372 Process for review on .☐ b. Program is subject to E.O. 12372 but has not been selected by the State for review.☒ c. Program is not covered by E.O. 12372.*** 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)**☐ Yes☒ No

If "Yes", provide explanation and attach

Add Attachment

Delete Attachment

View Attachment

21. *By signing this application, I certify (1) to the statements contained in the list of certifications and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)**

☒ ** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix:

Mrs.

* First Name:

Christine

Middle Name:

* Last Name:

Reese

Suffix:

* Title:

Principal

* Telephone Number:

414-326-4875

Fax Number:

* Email:

treese@avantti-environmental.com

* Signature of Authorized Representative:

Christine Reese

* Date Signed:

12/18/2015